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As filed with the Securities and Exchange Commission on October 9, 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	$275,000,000	100.50%	$276,375,000	$27,831.00
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.

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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
Belmont Behavioral Hospital, LLC	Delaware	8093	30-0827397
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

Name of Additional Registrants*	State or Other Jurisdiction of Incorporation or Formation	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Milwaukee Health Services System	California	8093	33-0144867
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.

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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 October 9, 2015

Preliminary Prospectus

$275,000,000

ACADIA HEALTHCARE COMPANY, INC.

EXCHANGE OFFER FOR
5.625% SENIOR NOTES DUE 2023
ISSUED ON SEPTEMBER 21, 2015

Offer (which we refer to as the "Exchange Offer") for outstanding 5.625% Senior Notes due 2023 issued on September 21, 2015, in the aggregate principal amount of $275,000,000 (which we refer to as the "Outstanding Notes"), in exchange for up to $275,000,000 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 17 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

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

You should rely only on the information contained 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 (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, cost savings synergies, debt extinguishment costs, transaction-related expenses and other non-recurring costs. 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. Such surveys, studies and publications 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 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 financial information 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. Except as otherwise required by applicable law, we do not undertake and expressly disclaim 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 17 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 June 30, 2015, we operated 223 behavioral healthcare facilities with over 9,000 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 year ended December 31, 2014, we generated revenue of $1.0 billion. On a pro forma basis for the six months ended June 30, 2015, giving effect to the acquisitions of CRC and several immaterial acquisitions, we would have generated pro forma revenue of approximately $937.4 million, pro forma net income of approximately $70.1 million and pro forma adjusted EBITDA of $214.6 million. A reconciliation of pro forma net income to pro forma adjusted EBITDA 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, a leading provider of treatment services related to substance abuse and other addiction and behavioral disorders, for total consideration of approximately $1.3 billion. At the acquisition date, CRC operated 35 inpatient facilities with over 2,400 beds and 81 comprehensive treatment centers located in 30 states, treating approximately 44,000 patients daily.

We expect to realize significant benefits from the acquisition of CRC. Our rationale for the acquisition included 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.

Our Competitive Strengths

Management believes the following strengths differentiate us from other providers of behavioral healthcare services:

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 give 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 Substance Abuse and Mental Health Services Administration of the U.S. Department of Health and Human Services ("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 have had a seriously debilitating mental disorder at some point during their life. Management believes 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 acute behavioral health hospitals and substance abuse centers 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 in the United States 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 requires employers who provide behavioral health and addiction benefits to provide such coverage to the same extent as other medical conditions.

The mental health hospitals 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 sector beds has grown significantly as a result of NHS reducing its bed capacity and increased hospitalization rates. Independent sector demand is expected to increase in light of additional bed closures and reduction in community capacity by NHS.

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 June 30, 2015, we operated 223 behavioral healthcare facilities with over 9,000 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 six months ended June 30, 2015, giving effect to the acquisition of CRC and several immaterial acquisitions, we would have received 32% of our revenue from Medicaid, 19% from NHS, 22% from commercial payors, 11% 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 six months ended June 30, 2015 on a pro forma basis giving effect to the acquisition of CRC and several immaterial acquisitions, and no state or U.S. territory accounted for more than 8% of revenue for the six months ended June 30, 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 six months ended June 30, 2015, 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 September 14, 2015, we launched a tender offer (the "Tender Offer") for any and all of our 12.875% Senior Notes due 2018 (the "12.875% Senior Notes"). The Tender Offer expired as of 5:00 p.m., Friday, September 18, 2015. On September 21, 2015, we purchased approximately $88.3 million of the outstanding 12.875% Senior Notes at $1,078 per $1,000 principal amount thereof with respect to the 12.875% Senior Notes validly tendered and accepted by us. On September 18, 2015, we delivered a notice to redeem all of the 12.875% Senior Notes that remain outstanding following the consummation of the Tender Offer. The redemption of the outstanding 12.875% Senior Notes will be effective November 1, 2015 with payment to be made to note holders on November 2, 2015. The Company will redeem the 12.875% Senior Notes in accordance with their terms.

On September 1, 2015, we announced the completion of the acquisitions of (i) three facilities from The Danshell Group ("Danshell") for approximately $59.8 million, (ii) two facilities from Health and Social Care Partnerships ("H&SCP") for approximately $26.2 million and (iii) Manor Hall for approximately $14.0 million. The inpatient psychiatric facilities acquired from Danshell have an aggregate of 73 beds and are located in England. The inpatient psychiatric facilities acquired from H&SCP have an aggregate of 50 beds and are located in England. Manor Hall has an aggregate of 26 beds and is located in England.

On July 1, 2015, we completed the acquisition of (i) the assets of Belmont Behavioral Health ("Belmont"), an inpatient psychiatric facility with 147 beds located in Philadelphia, Pennsylvania, for cash consideration of approximately $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 approximately $5.9 million.

Since June 30, 2015, we incurred $120.0 million of additional borrowings under our senior secured revolving line of credit primarily to finance these acquisitions.

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 September 21, 2015, we sold, through a private placement exempt from the registration requirements of the Securities Act, $275,000,000 of our 5.625% Senior Notes due 2023, all of which are eligible to be exchanged for Exchange Notes. The Outstanding Notes were offered as additional notes under the indenture pursuant to which we previously issued $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Existing Notes"). The Outstanding Notes constitute a further issuance of, and will be fungible with, the Existing Notes (and, following completion of this Exchange Offer, will bear the same CUSIP number as the Existing Notes) and form a single class of debt securities with the Existing Notes for all purposes under the indenture governing the notes. Giving effect to the issuance of the Outstanding Notes, we have $650,000,000 in aggregate principal amount of our 5.625% Senior Notes due 2023 outstanding.
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	$275,000,000 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	$275,000,000 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 (the "Amended and Restated Senior Credit Facility"), our 12.875% Senior Notes, our 6.125% Senior Notes due 2021 (the "6.125% Senior Notes"), our 5.125% Senior Notes due 2022 (the "5.125% Senior Notes") and the Existing Notes (together with the 12.875% Senior Notes, 6.125% Senior Notes and 5.125% 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." 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 June 30, 2015, on an as adjusted basis after giving effect to the offering of Outstanding Notes and the other transactions noted in "Capitalization" in this prospectus, the Exchange Notes: • would have ranked *pari passu* with $375.0 million of the Existing 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 effectively junior to $1.0 billion of our senior secured indebtedness under our Amended and Restated Senior Credit Facility, to the extent of the value of the collateral therefor; and • would have ranked effectively junior to $98.4 million of third-party liabilities, including trade payables, of our non-guarantor subsidiaries. Our non-guarantor subsidiaries had revenues of $202.0 million for the year ended December 31, 2014 and $182.8 million for the six months ended June 30, 2015, representing 20.1% and 22.3%, respectively, of our total revenues. In addition, our non-guarantor subsidiaries had total assets of $1.1 billion as of June 30, 2015, representing 28.3% 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 Our Indebtedness and 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 17 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 sale of $250.0 million of 5.625% Senior Notes due 2023 on September 21, 2015 (the "Add-on Offering") and not giving effect to the increase in the size of the 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 six months ended June 30, 2014 and June 30, 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 six months ended June 30, 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 six months ended June 30, 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 as of and for the year ended December 31, 2014 and as of and for the six months ended June 30, 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 Add-on Offering (based on the assumption that we issued $250,000,000 of new notes and not giving effect to the increase in the size of the offering).

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

	Year Ended December 31,			Pro Forma Year Ended December 31,	Six Months Ended June 30,		Pro Forma Six Months Ended June 30,
	2012	2013	2014	2014	2014	2015	2015
				(Unaudited) (In thousands)	(Unaudited)	(Unaudited)	(Unaudited)
Income Statement Data:							
Revenue before provision for doubtful accounts	$413,850	$735,109	$1,030,784	$1,824,492	$ 426,783	$ 835,956	$ 955,105
Provision for doubtful accounts	(6,389)	(21,701)	(26,183)	(34,313)	(11,562)	(16,513)	(17,729)
Revenue	407,461	713,408	1,004,601	1,790,179	415,221	819,443	937,376
Salaries, wages and benefits(1)	239,639	407,962	575,412	994,169	240,048	449,173	520,292
Professional fees	19,019	37,171	52,482	110,406	21,273	52,456	61,279
Other operating expenses	70,111	128,190	171,277	306,567	74,074	142,548	162,103
Depreciation and amortization	7,982	17,090	32,667	62,542	11,371	28,030	32,770
Interest expense, net	29,769	37,250	48,221	112,698	19,437	50,195	57,754
Debt extinguishment costs	—	9,350	—	11,622	—	—	—
Gain on foreign currency derivatives	—	—	(15,262)	—	(619)	908	—
Transaction-related expenses	8,112	7,150	13,650	—	4,595	25,573	—
Goodwill and asset impairments	—	—	—	1,089	—	—	—
Income from continuing operations, before income taxes	32,829	69,245	126,154	191,086	58,158	70,560	103,178
Income tax provisions	12,325	25,975	42,922	61,148	22,680	22,125	33,017
Income from continuing operations	20,504	43,270	83,232	129,938	35,478	48,435	70,161
Income (loss) from discontinued operations, net of income taxes	(101)	(691)	(192)	(4,663)	31	3	(74)
Net income	$ 20,403	$ 42,579	$ 83,040	$ 125,275	$ 35,509	$ 48,438	$ 70,087
Other Financial Data:							
Pro forma EBITDA(2)				$ 366,326			$ 193,702
Pro forma adjusted EBITDA(3)				$ 423,882			$ 214,556
Cash interest expense(4)				$ 101,241			$ 51,242
Ratio of pro forma net debt to pro forma adjusted EBITDA(3)(5)							4.73x
Ratio of pro forma adjusted EBITDA to pro forma cash interest expense(3)(4)							4.19x

	As of June 30, 2015	
	Actual	As Adjusted(6)
	(Unaudited) (In thousands)	
Unaudited As Adjusted Condensed Combined Balance Sheet Data		
Cash and cash equivalents	$ 34,572	$ 80,592
Total assets	3,926,385	3,927,803
Total debt	1,953,207	2,131,674
Total stockholders' equity	1,666,304	1,656,950

(1) Salaries, wages and benefits include equity-based compensation expense of $2.3 million, $5.2 million, $10.1 million, $4.2 million and $9.2 million for the years ended December 31, 2012, 2013 and 2014, and the six months ended June 30, 2014 and 2015, respectively.

(2) Pro forma EBITDA and pro forma adjusted EBITDA are reconciled to pro forma net income 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 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, cost savings synergies, 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."

(4) Cash interest expense is defined as pro forma interest expense excluding amortization of financing fees and original issue discount.

(5) Net debt is defined as total debt less cash and cash equivalents.

(6) Adjusted to give effect to the Add-on Offering and the use of proceeds to repay certain debt, assuming that the transactions closed on June 30, 2015.

	Pro Forma Year Ended December 31, 2014	Pro Forma Six Months Ended June 30, 2015
	(Unaudited) In thousands	
Reconciliation of Net Income to Adjusted EBITDA:		
Net Income	$ 125,275	$ 70,087
Income from discontinued operations, net of income taxes	4,663	74
Interest expense, net	112,698	57,754
Income tax provision	61,148	33,017
Depreciation and amortization	62,542	32,770
EBITDA	$ 366,326	$ 193,702
Adjustments:		
Equity-based compensation expense(a)	$ 24,304	15,399
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	5,207
Adjusted EBITDA	$ 423,882	$ 214,556

(a) Represents the equity based compensation expense of Acadia of $10,058 and $9,249 and CRC of $14,246 and $6,150 for the year ended December 31, 2014 and the six months ended June 30, 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 disposal of assets of $1,546 ($1,560 of losses and $13 of gains) of losses and $22 of losses for the year ended December 31, 2014 and the six months ended June 30, 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 Holdings, Inc. 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 and six months ended June 30, 2014.

(i) Represents the pro forma effect of cost savings synergies associated with our acquisition of CRC of approximately $15,000 on a pro forma basis for the year ended December 31, 2014. For the six months ended June 30, 2015, the amount represents the amount of cost savings on a pro forma basis for the six months ended June 30, 2015 less actual savings realized subsequent to the CRC acquisition date and reflected in our historical financials for the six months ended June 30, 2015. These cost savings synergies relate primarily to headcount reductions as well as to the reduction in certain professional and outside service fees across various departments and other general and administrative expenses. The actual relative proportion of synergies achieved through workforce reductions and on-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—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 six months ended June 30, 2014 and 2015. 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,					Six Months Ended June 30,	
	2010	2011(1)	2012	2013	2014	2014	2015
Ratio of earnings to fixed charges	8.03x	N/A	2.05x	2.76x	3.49x	3.83x	2.33x

(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 June 30, 2015, we had approximately $2.0 billion of total debt. Following completion of the offering of the Outstanding Notes and the application of the proceeds therefrom to repay certain outstanding debt, we had $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."

These 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 the 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 June 30, 2015, on an as adjusted basis after giving effect to the offering of Outstanding Notes and the other transactions noted in "Capitalization" in this prospectus, the notes:

- would have ranked *pari passu* with $375.0 million of the Existing 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 effectively junior to $1.0 billion of our senior secured term loan indebtedness under our Amended and Restated Senior Credit Facility, to the extent of the value of the collateral therefor; and
- would have ranked effectively junior to $98.4 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 June 30, 2015, the notes would have ranked effectively junior to $98.4 million of third-party liabilities, including trade payables, of our non-guarantor subsidiaries. Our non-guarantor subsidiaries had revenues of $202.0 million for the year ended December 31, 2014 and $182.8 million for the six months ended June 30, 2015, representing 20.1% and 22.3%, respectively, of our total revenues. In addition, our non-guarantor subsidiaries had total assets of $1.1 billion as of June 30, 2015, representing 28.3% 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, including incidents involving our patients and negative media coverage, 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 six months ended June 30, 2015, Acadia derived approximately 46% 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 in the United States. 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 protected 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 automatically violates the Anti-Kickback Statute, but may subject the arrangement 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 similar 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 strict federal and state regulations regarding the storage, distribution and disposal of such controlled substances. The potential for theft or diversion of such controlled substances 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 our 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 comprehensive treatment 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 many of our U.S. facilities may be operated. State licensing standards require many of our U.S. facilities to have minimum staffing levels; minimum amounts of residential space per student or patient and adhere to other minimum standards. Local regulations require us to follow land use guidelines at many of our U.S. facilities, 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.

In addition to HIPAA, we are subject to similar, and in some cases more restrictive, state and federal privacy regulations. For example, the federal government and some states impose laws governing the use and disclosure of health information pertaining to 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 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 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 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 June 30, 2015, labor unions represented approximately 430 employees at six of our U.S. facilities through eight collective bargaining agreements. 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 healthcare 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, Pennsylvania and Arkansas, 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, Pennsylvania and Arkansas represented approximately 38% of our revenue for the year ended December 31, 2014 and approximately 36% of our revenue for the six months ended June 30, 2015, as listed in the following table:

	% of Total Revenue	
State/Country	Year Ended December 31, 2014	Six Months Ended June 30, 2015
United Kingdom	23%	21%
Pennsylvania	8%	8%
Arkansas	7%	7%
Total	**38%**	**36%**

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. Our hospitals may face substantial civil penalties if we fail to provide appropriate screening and stabilizing treatment or fail to facilitate 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 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 June 30, 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 the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), 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 June 30, 2015, the net deficit recognized under U.S. GAAP in respect of this scheme was £5.9 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 £5.9 million as of June 30, 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, 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 debtholders.

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 September 21, 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, $275.0 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 June 30, 2015:

- on an actual basis; and
- on an adjusted basis to reflect $120.0 million of borrowings under our senior secured revolving line of credit under our credit facility since June 30, 2015 to fund certain acquisitions;
- on an as further adjusted basis to give effect to 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 Reports on Form 10-Q for the quarters ended March 31, 2015 and June 30, 2015 or our other filings with the SEC, which are incorporated by reference in this prospectus.

	As of June 30, 2015		
	Actual (Unaudited)	As Adjusted(1) (Unaudited)	As Further Adjusted(1) (Unaudited)
	(Dollars in thousands, except per share data)		
Cash and cash equivalents	$ 34,572	$ 34,572	$ 80,592
Debt:			
Amended and Restated Senior Credit Facility:			
Senior Secured Term A Loans(2)	512,497	512,497	512,497
Senior Secured Term B Loans(3)	495,123	495,123	495,123
Senior Secured Revolving Line of Credit	—	120,000	—
12.875% Senior Notes due 2018(4)	96,533	96,533	—
6.125% Senior Notes due 2021	150,000	150,000	150,000
5.125% Senior Notes due 2022	300,000	300,000	300,000
5.625% Senior Notes due 2023	375,000	375,000	375,000
5.625% Senior Notes due 2023 offered hereby	—	—	275,000
9.0% and 9.5% Revenue Bonds(5)	24,054	24,054	24,054
Total debt (including current portion)	$1,953,207	$ 2,073,207	$2,131,674
Stockholders' Equity:			
Common stock, $0.01 par value per share; 90,000,000 shares authorized and 70,596,523 shares issued and outstanding, actual; 90,000,000 shares authorized and 70,596,523 shares issued and outstanding, as adjusted	$ 706	$ 706	$ 706
Preferred stock, $0.01 par value per share; 10,000,000 shares authorized; no shares issued and outstanding	—		—
Additional paid-in capital	1,567,304	1,567,304	1,567,304
Accumulated Other Comprehensive Loss	(51,586)	(51,586)	(51,586)
Retained Earnings	149,880	149,880	140,526
Total Equity	1,666,304	1,666,304	1,656,950
Total capitalization	$3,619,511	$ 3,739,511	$3,788,624

(1) Since June 30, 2015, we incurred $120.0 million of additional borrowings under our senior secured revolving line of credit under our credit facility, primarily to finance three acquisitions in the United Kingdom effective September 1, 2015. See “Summary—Recent Developments.” A portion of the proceeds from the offering of the Outstanding Notes was used to repay this $120.0 million of additional borrowings under our senior secured revolving line of credit.

(2) Reflects $1.6 million of unamortized discount.

(3) Reflects $2.4 million of unamortized discount.

(4) Reflects $1.0 million of unamortized issuance discount and assumes all outstanding notes were tendered for purchase in connection with the Tender Offer completed on September 21, 2015.

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 six months ended June 30, 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 six months ended June 30, 2015. The results for the six months ended June 30, 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 six months ended June 30, 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,					Six Months Ended June 30,	
	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	$ 426,783	$ 835,956
Provision for doubtful accounts	(2,239)	(3,206)	(6,389)	(21,701)	(26,183)	(11,562)	(16,513)
Revenue	62,103	216,498	407,461	713,408	1,004,601	415,221	819,443
Salaries, wages and benefits(1)	38,661	152,609	239,639	407,962	575,412	240,048	449,173
Professional fees	1,675	8,896	19,019	37,171	52,482	21,273	52,456
Supplies	3,699	11,349	19,496	37,569	48,422	20,660	36,796
Rents and leases	1,288	5,576	7,838	10,049	12,201	5,658	14,097
Other operating expenses	6,870	20,171	42,777	80,572	110,654	47,756	91,655
Depreciation and amortization	976	4,278	7,982	17,090	32,667	11,371	28,030
Interest expense, net	738	9,191	29,769	37,250	48,221	19,437	50,195
Debt extinguishment costs	—	—	—	9,350	—	—	—
Gain on foreign currency derivatives	—	—	—	—	(15,262)	(13,735)	908
Sponsor management fees	120	1,347	—	—	—	—	—
Transaction-related expenses	918	41,547	8,112	7,150	13,650	4,595	25,573
Income (loss) from continuing operations, before income taxes	7,158	(38,466)	32,829	69,245	126,154	58,158	70,560
Provision for (benefit from) income taxes(2)	477	(5,272)	12,325	25,975	42,922	22,680	22,125
Income (loss) from continuing operations	6,681	(33,194)	20,504	43,270	83,232	35,478	48,435
Income (loss) from discontinued operations, net of income taxes	(471)	(1,698)	(101)	(691)	(192)	31	3
Net income (loss)	$ 6,210	$ (34,892)	$ 20,403	$ 42,579	$ 83,040	$ 35,509	$ 48,438
Income (loss) from continuing operations per share basic	$ 0.38	$ (1.77)	$ 0.53	$ 0.87	$ 1.51	$ 0.70	$ 0.74
Income (loss) from continuing operations per share diluted	$ 0.38	$ (1.77)	$ 0.53	$ 0.86	$ 1.50	$ 0.69	$ 0.74
Balance Sheet Data (as of end of period):							
Cash and cash equivalents	$ 8,614	$ 61,118	$ 49,399	$ 4,569	$ 94,040	$ 277,744	$ 34,572
Total assets	45,395	412,996	983,413	1,224,659	2,223,590	1,592,552	3,926,385
Total debt	9,984	277,459	473,318	617,136	1,096,270	567,257	1,953,207
Total equity	25,107	96,365	432,550	480,710	880,965	895,222	1,666,304

(1) Salaries, wages and benefits include equity-based compensation expense of $17.3 million, $2.3 million, $5.2 million, $10.1 million, $4.2 million and $9.2 million for the years ended December 31, 2011, 2012, 2013 and 2014 and the six months ended June 30, 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. 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.

Our baskets for permitted investments were also increased to provide increased flexibility for us to invest in non-wholly owned subsidiaries, joint ventures and foreign subsidiaries. We may now invest in non-wholly owned subsidiaries and joint ventures up to 7.5% of our and our subsidiaries' total assets in any fiscal year, and up to 10% of our and our subsidiaries' total assets during the term of the Amended and Restated Credit Agreement. We may also invest in foreign subsidiaries that are not loan parties up to 10% of our and our subsidiaries' total assets in any fiscal year, and up to 15% of our and our subsidiaries' total assets during the term of the Amended and Restated Credit Agreement. The foregoing permitted investments are subject to an aggregate cap of 20% of our and our subsidiaries' total assets in any fiscal year.

The Sixth Amendment also permits us, subject to certain consents, to add one or more foreign borrowers and/or request revolving loans and letters of credit in foreign currencies.

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 $291.1 million of availability under the revolving line of credit as of June 30, 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 June 30, 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 June 30, 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 June 30, 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 June 30, 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.

On September 14, 2015, we launched the Tender Offer for any and all of the 12.875% Senior Notes. The Tender Offer expired as of 5:00 p.m., Friday, September 18, 2015. On September 21, 2015, we purchased approximately $88.3 million of the outstanding 12.875% Senior Notes at $1,078 per $1,000 principal amount thereof with respect to the 12.875% Senior Notes validly tendered and accepted by us using proceeds of the offering of the Outstanding Notes. On September 18, 2015, we delivered a notice to redeem all of the 12.875% Senior Notes that remain outstanding following the consummation of the Tender Offer. The redemption of the outstanding 12.875% Senior Notes will be effective November 1, 2015 with payment to be made to note holders on November 2, 2015. The Company will redeem the 12.875% Senior Notes in accordance with their terms.

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.

5.625% Senior Notes due 2023

On February 11, 2015, we issued $375.0 million of 5.625% Senior Notes due 2023 (the “5.625% Senior Notes” or the “Existing Notes”). The 5.625% Senior Notes mature on February 15, 2023 and bear interest at a rate of 5.625% per annum, payable semi-annually in arrears on February 15 and August 15 of each year. The 5.625% Senior Notes have the same terms as the Outstanding Notes, other than the date of original issuance, the issue price, and the first interest payment date. See “Description of the Exchange Notes”.

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, $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 $275,000,000 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 new notes constitute "additional notes" under the indenture. Unless otherwise expressly stated or the context otherwise requires, references to the "notes" in this "Description of the Notes" means the Company's 5.625% Senior Notes due 2023 issued under the indenture, including the Existing Notes, the new notes and any other additional notes the Company may in the future issue under the indenture. The new notes have the same terms as the Existing Notes (other than the date of original issuance, the issue price and the first interest payment date) and will be a part of the same class as the Existing Notes under the indenture. All notes will vote together as a single class for all purposes of the indenture and will vote together as one class on all matters with respect to the notes. Following completion of this exchange offer, the new notes will share the same CUSIP numbers and ISINs as the Existing Notes. The new notes and the Existing Notes will be fungible for tax purposes.

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.

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 $275.0 million in aggregate principal amount of Outstanding Notes on September 21, 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, Existing 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 February 15, 2016 (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 August 15, 2015. 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 our Indebtedness and 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 (including upon any dissolution), 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 June 30, 2015, on an as adjusted basis after giving effect to the offering of Outstanding Notes and the other transactions noted in "Capitalization" in this prospectus, the notes:

- would have ranked *pari passu* with $375.0 million of the Existing Notes;
- would have ranked *pari passu* with $300.0 million of the Company's 5.125% Senior Notes and $150.0 million of the Company's 6.125% Senior Notes;
- would have ranked effectively junior to $1.0 billion of senior secured term loan indebtedness of the Company under the Company's Credit Agreement, to the extent of the collateral therefor; and
- would have ranked effectively junior to $98.4 million of third-party liabilities, including trade payables, of our non-guarantor subsidiaries.

Our non-guarantor subsidiaries had revenues of $202.0 million for the year ended December 31, 2014 and $182.8 million for the six months ended June 30, 2015, representing 20.1% and 22.3%, respectively, of our total revenues. In addition, our non-guarantor subsidiaries had total assets of $1.1 billion as of June 30, 2015, representing 28.3% 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 each 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 our Indebtedness and 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 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 is 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 Issue Date 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 is 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 due 2018.

"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 September 21, 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 Jones Walker 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 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, 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 quarters ended March 31, 2015 and June 30, 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, July 2, 2015, August 13, 2015, September 14, 2015, September 15, 2015 and September 21, 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.

$275,000,000

Acadia Healthcare Company, Inc.

Exchange Offer for the
5.625% Senior Notes due 2023
issued on September 21, 2015

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, Habit Holdings, Inc. 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 certificate of incorporation of CRC Health Group, Inc. provides 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 also provides that the corporation must indemnify its directors and officers to the fullest extent permitted by Delaware law and requires 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, Belmont Behavioral Hospital, 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, Belmont Behavioral Hospital, 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. (jj)
3.14	Bylaws of Advanced Treatment Systems, Inc. (jj)
3.15	Articles of Conversion and Articles of Organization of Ascent Acquisition - CYPDC, LLC. (jj)
3.16	Operating Agreement of Ascent Acquisition - CYPDC, LLC. (jj)
3.17	Articles of Conversion and Articles of Organization of Ascent Acquisition - PSC, LLC. (jj)
3.18	Operating Agreement of Ascent Acquisition - PSC, LLC. (jj)

Exhibit Number	Description
3.19	Articles of Conversion and Articles of Organization of Ascent Acquisition, LLC. (jj)
3.20	Operating Agreement of Ascent Acquisition, LLC. (jj)
3.21	Second Amended and Restated Articles of Incorporation of Aspen Education Group, Inc. (jj)
3.22	Amended and Restated Bylaws of Aspen Education Group, Inc. (jj)
3.23	Articles of Incorporation of Aspen Youth, Inc. (jj)
3.24	Bylaws of Aspen Youth, Inc. (jj)
3.25	Articles of Incorporation of ATS of Cecil County, Inc. (jj)
3.26	Bylaws of ATS of Cecil County, Inc. (jj)
3.27	Articles of Incorporation of ATS of Delaware, Inc. f/k/a Advanced Treatment Systems of New York, Inc. (jj)
3.28	Bylaws of ATS of Delaware, Inc. (jj)
3.29	Articles of Incorporation of ATS of North Carolina, Inc. (jj)
3.30	Bylaws of ATS of North Carolina, Inc. (jj)
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. (jj)
3.34	Amended and Restated Operating Agreement of Austin Eating Disorders Partners, LLC. (jj)
3.35	Articles of Incorporation of Baton Rouge Treatment Center, Inc. (jj)
3.36	Bylaws of Baton Rouge Treatment Center, Inc. (jj)
3.37	Certificate of Conversion and Certificate of Incorporation of Bayside Marin, Inc. (jj)
3.38	Bylaws of Bayside Marin, Inc. (jj)
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. (jj)
3.42	Amended and Restated Operating Agreement of Beckley Treatment Center, LLC. (jj)
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*	Certification of Formation of Belmont Behavioral Hospital, LLC.
3.46*	Operating Agreement of Belmont Behavioral Hospital, LLC.
3.47	Articles of Incorporation of BGI of Brandywine, Inc. (jj)
3.48	Bylaws of BGI of Brandywine, Inc. (jj)
3.49	Articles of Incorporation of Bowling Green Inn of Pensacola, Inc. (jj)
3.50	Bylaws of Bowling Green Inn of Pensacola, Inc. (jj)
3.51	Articles of Incorporation of Bowling Green Inn of South Dakota, Inc. (jj)
3.52	Bylaws of Bowling Green Inn of South Dakota, Inc. (jj)
3.53	Partnership Agreement and Amendment of California Treatment Services (jj)
3.54	Articles of Incorporation of CAPS of Virginia, Inc. (jj)
3.55	Bylaws of CAPS of Virginia, Inc. (jj)
3.56	Articles of Incorporation of Cartersville Center, Inc. (jj)
3.57	Bylaws of Cartersville Center, Inc. (jj)
3.58	Certificate of Formation of Cascade Behavioral Holding Company, LLC. (jj)
3.59	Limited Liability Company Agreement of Cascade Behavioral Holding Company, LLC. (jj)
3.60	Certificate of Formation of Cascade Behavioral Hospital, LLC f/k/a SW Behavioral, LLC. (k)
3.61	Amended and Restated Limited Liability Company Agreement of Cascade Behavioral Hospital, LLC f/k/a SW Behavioral, LLC. (k)
3.62	Articles of Organization of Centerpointe Community Based Services, LLC. (jj)
3.63	Operating Agreement of Centerpointe Community Based Services, LLC. (jj)
3.64	Certificate of Conversion and Articles of Organization of Charleston Treatment Center, LLC. (jj)
3.65	Amended and Restated Operating Agreement of Charleston Treatment Center, LLC. (jj)

3.66 Certificate of Conversion and Articles of Organization of Clarksburg Treatment Center, LLC. (jj)

3.67 Amended and Restated Operating Agreement of Clarksburg Treatment Center, LLC. (jj)

3.68 Certificate of Formation of Commodore Acquisition Sub, LLC. (k)

Exhibit Number	Description
3.69	Limited Liability Company Agreement of Commodore Acquisition Sub, LLC. (l)
3.70	Certificate of Merger and Restated Certificate of Incorporation of Comprehensive Addiction Programs, Inc. (jj)
3.71	Bylaws of Comprehensive Addiction Programs, Inc. (jj)
3.72	Articles of Incorporation of Coral Health Services, Inc. (jj)
3.73	Bylaws of Coral Health Services, Inc. (jj)
3.74	Certificate of Incorporation of CRC ED Treatment, Inc. (jj)
3.75	Bylaws of CRC ED Treatment, Inc. (jj)
3.76	Certificate of Merger and Amended and Restated Certificate of Incorporation of CRC Health Corporation f/k/a CRC Health Group, Inc. (jj)
3.77	Bylaws of CRC Health Corporation. (jj)
3.78	Second Amended and Restated Certificate of Incorporation of CRC Health Group, Inc. (jj)
3.79	Bylaws of CRC Health Group, Inc. f/k/a CRCA Holdings, Inc. (jj)
3.80	Articles of Incorporation of CRC Health Oregon, Inc. (jj)
3.81	Bylaws of CRC Health Oregon, Inc. (jj)
3.82	Charter of CRC Health Tennessee, Inc. (jj)
3.83	Bylaws of CRC Health Tennessee, Inc. (jj)
3.84	Certificate of Formation of CRC Holdings, LLC. (jj)
3.85	Operating Agreement of CRC Holdings, LLC. (jj)
3.86	Certificate of Incorporation of CRC Recovery, Inc. (jj)
3.87	Bylaws of CRC Recovery, Inc. (jj)
3.88	Certificate of Incorporation of CRC Weight Management, Inc. (jj)
3.89	Bylaws of CRC Weight Management, Inc. (jj)
3.90	Articles of Organization of CRC Wisconsin RD, LLC f/k/a CRC Recovery Wisconsin, LLC. (jj)
3.91	Operating Agreement of CRC Wisconsin RD, LLC. (jj)
3.92	Certificate of Formation of Crossroads Regional Hospital, LLC. (l)
3.93	Limited Liability Company Agreement of Crossroads Regional Hospital, LLC. (l)
3.94	Articles of Organization of Delta Medical Services, LLC. (l)
3.95	Operating Agreement of Delta Medical Services, LLC. (l)
3.96	Articles of Organization of DMC - Memphis, LLC. (l)
3.97	Operating Agreement of DMC - Memphis, LLC. (l)
3.98	Articles of Organization of Detroit Behavioral Institute, Inc. (b)
3.99	Amended and Restated Bylaws of Detroit Behavioral Institute, Inc. (b)
3.100	Articles of Conversion and Articles of Organization of East Indiana Treatment Center, LLC. (jj)
3.101	Operating Agreement of East Indiana Treatment Center, LLC. (jj)
3.102	Articles of Conversion and Articles of Organization of Evansville Treatment Center, LLC. (jj)
3.103	Operating Agreement of Evansville Treatment Center, LLC. (jj)
3.104	Certificate of Formation of Four Circles Recovery Center, LLC f/k/a Appalachian Trails Recovery, LLC. (jj)
3.105	Operating Agreement of Four Circles Recovery Center, LLC f/k/a Appalachian Trails Recovery, LLC
3.106	Articles of Incorporation of Galax Treatment Center, Inc. (jj)
3.107	Bylaws of Galax Treatment Center, Inc. (jj)
3.108	Articles of Organization and Amendment of Generations BH, LLC f/k/a Generations Behavioral Health - Geneva, LLC. (jj)
3.109	Amended and Restated Operating Agreement of Generations Behavioral Health - Geneva, LLC. (l)
3.110	Certificate of Formation of Greenleaf Center, LLC f/k/a Acadia Greenleaf, LLC. (l)
3.111	Amended and Restated Limited Liability Company Agreement of Greenleaf Center, LLC f/k/a Acadia Greenleaf, LLC. (l)
3.112	Articles of Conversion and Articles of Organization of Habilitation Center, LLC. (jj)
3.113	Operating Agreement of Habilitation Center, LLC. (jj)
3.114*	Second Amended and Restated Certificate of Incorporation of Habit Holdings, Inc.
3.115	Amended and Restated Bylaws of Habit Holdings, Inc. (jj)

3.116 Certificate of Incorporation of Habit Opco, Inc. (jj)

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Exhibit Number	Description
3.117	Bylaws of Habit Opco, Inc. (jj)
3.118	Certificate of Formation of Hermitage Behavioral, LLC. (l)
3.119	Limited Liability Company Agreement of Hermitage Behavioral, LLC. (l)
3.120	Certificate of Formation of HMIH Cedar Crest, LLC. (l)
3.121	Amended and Restated Operating Agreement of HMIH Cedar Crest, LLC. (l)
3.122	Certificate of Conversion and Articles of Organization of Huntington Treatment Center, LLC. (jj)
3.123	Amended and Restated Operating Agreement of Huntington Treatment Center, LLC. (jj)
3.124	Articles of Conversion and Articles of Organization of Indianapolis Treatment Center, LLC. (jj)
3.125	Operating Agreement of Indianapolis Treatment Center, LLC. (jj)
3.126	Articles of Incorporation of Jayco Administration, Inc. (jj)
3.127	Bylaws of Jayco Administration, Inc. (jj)
3.128	Articles of Incorporation of Kids Behavioral Health of Montana, Inc. (b)
3.129	Bylaws of Kids Behavioral Health of Montana, Inc. (b)
3.130	Articles of Organization of Lakeland Hospital Acquisition, LLC. (l)
3.131	Operating Agreement of Lakeland Hospital Acquisition, LLC. (l)
3.132	Certificate of Conversion and Articles of Organization of McCallum Group, LLC. (jj)
3.133	Operating Agreement of McCallum Group, LLC. (jj)
3.134	Articles of Organization of McCallum Properties, LLC. (jj)
3.135	Amended and Restated Operating Agreement of McCallum Properties, LLC. (jj)
3.136	Articles of Conversion and Articles of Organization of Millcreek School of Arkansas, LLC. (jj)
3.137	Operating Agreement of Millcreek School of Arkansas, LLC. (jj)
3.138	Certificate of Formation of Millcreek Schools, LLC. (l)
3.139	Operating Agreement of Millcreek Schools, LLC. (l)
3.140	Partnership Agreement and Amendments of Milwaukee Health Services System. (jj)
3.141	Certificate of Conversion and Certificate of Formation of National Specialty Clinics, LLC. (jj)
3.142	Operating Agreement of National Specialty Clinics, LLC. (jj)
3.143	Certificate of Formation of Northeast Behavioral Health, LLC. (l)
3.144	Limited Liability Company Agreement of Northeast Behavioral Health, LLC. (l)
3.145	Articles of Organization of Ohio Hospital for Psychiatry, LLC. (l)
3.146	Amended and Restated Operating Agreement of Ohio Hospital for Psychiatry, LLC. (l)
3.147	Certificate of Incorporation of Options Treatment Center Acquisition Corporation. (b)
3.148	Bylaws of Options Treatment Center Acquisition Corporation. (b)
3.149	Certificate of Formation of Park Royal Fee Owner, LLC. (jj)
3.150	Limited Liability Company Agreement of Park Royal Fee Owner, LLC. (jj)
3.151	Certificate of Conversion and Articles of Organization of Parkersburg Treatment Center, LLC. (jj)
3.152	Amended and Restated Operating Agreement of Parkersburg Treatment Center, LLC. (jj)
3.153	Certificate of Formation of PHC Meadowwood, LLC. (l)
3.154	Limited Liability Company Agreement of PHC Meadowwood, LLC. (l)
3.155	Articles of Organization of PHC of Michigan, Inc. (b)
3.156	Amended and Restated Bylaws of PHC of Michigan, Inc. (b)
3.157	Articles of Organization of PHC of Nevada, Inc. (b)
3.158	Amended and Restated Bylaws of PHC of Nevada, Inc. (b)
3.159	Articles of Organization of PHC of Utah, Inc. (b)
3.160	Amended and Restated Bylaws of PHC of Utah, Inc. (b)
3.161	Certificate of Organization of PHC of Virginia, LLC. (l)
3.162	Operating Agreement of PHC of Virginia, LLC. (l)
3.163	Certificate of Formation of Piney Ridge Treatment Center, LLC f/k/a AmiCare of Arkansas, LLC. (l)

3.164 Amended and Restated Limited Liability Company Agreement of Piney Ridge Treatment Center, LLC f/k/a AmiCare of Arkansas, LLC. (l)

3.165 Certificate of Formation of Psychiatric Resource Partners, LLC. (l)

3.166 Limited Liability Company Agreement of Psychiatric Resource Partners, LLC. (l)

3.167 Articles of Incorporation of Quality Addiction Management, Inc. f/k/a Professional Recovery Network, S.C. (jj)

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Exhibit Number	Description
3.168	Amended and Restated Bylaws of Quality Addiction Management, Inc. (jj)
3.169	Articles of Organization of Rebound Behavioral Health, LLC. (b)
3.170	Operating Agreement of Rebound Behavioral Health, LLC. (b)
3.171	Certificate of Formation of Red River Holding Company, LLC. (l)
3.172	Limited Liability Company Agreement of Red River Holding Company, LLC. (l)
3.173	Certificate of Formation of Red River Hospital, LLC. (l)
3.174	Amended and Restated Limited Liability Company Agreement of Red River Hospital, LLC. (l)
3.175	Certificate of Formation of Rehabilitation Centers, LLC. (l)
3.176	Operating Agreement of Rehabilitation Centers, LLC. (l)
3.177	Certificate of Incorporation of Resolute Acquisition Corporation. (b)
3.178	Bylaws of Resolute Acquisition Corporation. (b)
3.179	Articles of Conversion and Articles of Organization of Richmond Treatment Center, LLC. (jj)
3.180	Operating Agreement of Richmond Treatment Center, LLC. (jj)
3.181	Certificate of Formation of Riverview Behavioral Health, LLC f/k/a TBA Texarkana, L.L.C. (l)
3.182	Amended and Restated Operating Agreement of Riverview Behavioral Health, LLC f/k/a TBA Texarkana, L.L.C. (l)
3.183	Certificate of Formation of RiverWoods Behavioral Health, LLC f/k/a Acadia Riverwoods, LLC. (l)
3.184	Amended and Restated Limited Liability Company Agreement of RiverWoods Behavioral Health, LLC f/k/a Acadia Riverwoods, LLC. (l)
3.185	Articles of Organization of Rolling Hills Hospital, LLC. (l)
3.186	Operating Agreement of Rolling Hills Hospital, LLC. (l)
3.187	Articles of Incorporation of RTC Resource Acquisition Corporation. (b)
3.188	Bylaws of RTC Resource Acquisition Corporation. (b)
3.189	Articles of Incorporation of San Diego Health Alliance. (jj)
3.190	Bylaws of San Diego Health Alliance. (jj)
3.191	Partnership Agreement of San Diego Treatment Services. (jj)
3.192	Certificate of Incorporation of Seven Hills Hospital, Inc. (b)
3.193	Amended and Restated Bylaws of Seven Hills Hospital, Inc. (b)
3.194	Articles of Organization of Shaker Clinic, LLC. (l)
3.195	Amended and Restated Operating Agreement of Shaker Clinic, LLC. (l)
3.196	Articles of Incorporation of Sheltered Living Incorporated. (jj)
3.197	Bylaws of Sheltered Living Incorporated f/k/a CRC Merger Acquisition Corp. (jj)
3.198	Certificate of Incorporation of Sierra Tucson Inc. f/k/a CRC Merger Acquisition Corp. (jj)
3.199	Bylaws of Sierra Tucson Inc. (jj)
3.200	Certificate of Formation of Skyway House, LLC. (jj)
3.201	Operating Agreement of Skyway House, LLC. (jj)
3.202	Articles of Incorporation of Sober Living by the Sea, Inc. (jj)
3.203	Bylaws of Sober Living by the Sea, Inc. (jj)
3.204	Certificate of Formation of Sonora Behavioral Health Hospital, LLC. (l)
3.205	Amended and Restated Limited Liability Company Agreement of Sonora Behavioral Health Hospital, LLC. (l)
3.206	Articles of Conversion and Articles of Organization of Southern Indiana Treatment Center, LLC. (jj)
3.207	Operating Agreement of Southern Indiana Treatment Center, LLC. (jj)
3.208	Articles of Incorporation of Southwestern Children’s Health Services, Inc. (b)
3.209	Amended and Restated Bylaws of Southwestern Children’s Health Services, Inc. (b)
3.210	Certificate of Organization of Southwood Psychiatric Hospital, LLC. (l)
3.211	Amended and Restated Operating Agreement of Southwood Psychiatric Hospital, LLC. (l)
3.212	Certificate of Formation of Structure House, LLC f/k/a Structure House Acquisition, LLC. (jj)
3.213	Operating Agreement of Structure House, LLC f/k/a Structure House Acquisition, LLC. (jj)
3.214	Articles of Organization of Success Acquisition, LLC. (m)

3.215 Operating Agreement of Success Acquisition, LLC. (m)

3.216 Amended and Restated Certificate of Incorporation of SUWS of the Carolinas, Inc. (jj)

3.217 Amended and Restated Bylaws of SUWS of the Carolinas, Inc. (jj)

Exhibit Number	Description
3.218	Amended and Restated Certificate of Formation of Talisman Academy, LLC f/k/a New Leaf Academy of North Carolina, LLC, Biltmore Acadmy, LLC, Aspen NC Real Estate, LLC and NC Real Estate, LLC. (jj)
3.219	Operating Agreement of Talisman Academy, LLC f/k/a NC Real Estate, LLC. (jj)
3.220	Articles of Organization of Ten Broeck Tampa, LLC. (l)
3.221	Operating Agreement of Ten Broeck Tampa, LLC. (l)
3.222	Articles of Organization of Ten Lakes Center, LLC. (l)
3.223	Amended and Restated Operating Agreement of Ten Lakes Center, LLC. (l)
3.224	Articles of Organization of Texarkana Behavioral Associates, L.C. (l)
3.225	Amended and Restated Limited Liability Company Agreement of Texarkana Behavioral Associates, L.C. (l)
3.226	Certificate of Limited Partnership of The Camp Recovery Centers, L.P. (jj)
3.227	Third Amended and Restated Agreement of Limited Partnership of The Camp Recovery Centers, L.P. (jj)
3.228	Articles of Organization of The Refuge, A Healing Place, LLC. (l)
3.229	Second Amended and Restated Limited Liability Company Agreement of The Refuge, A Healing Place, LLC. (l)
3.230	Certificate of Formation of TK Behavioral Holding Company, LLC. (l)
3.231	Limited Liability Company Agreement of TK Behavioral Holding Company, LLC. (l)
3.232	Certificate of Formation of TK Behavioral, LLC. (l)
3.233	Limited Liability Company Agreement of TK Behavioral, LLC. (l)
3.234	Articles of Incorporation of Transcultural Health Development, Inc. (jj)
3.235	Bylaws of Transcultural Health Development, Inc. (jj)
3.236	Articles of Incorporation of Treatment Associates, Inc. f/k/a California Treatment Services, Inc. (jj)
3.237	Bylaws of Treatment Associates, Inc. f/k/a California Treatment Services, Inc. (jj)
3.238	Certificate of Formation of Valley Behavioral Health System, LLC f/k/a Vista Health Fort Smith, LLC. (l)
3.239	Amended and Restated Limited Liability Company Agreement of Valley Behavioral Health System, LLC f/k/a Vista Health Fort Smith, LLC. (l)
3.240	Certificate of Formation of Vermilion Hospital, LLC f/k/a Acadia Hospital of Lafayette, LLC. (l)
3.241	Second Amended and Restated Limited Liability Company Agreement of Vermilion Hospital, LLC f/k/a Acadia Hospital of Lafayette, LLC. (l)
3.242	Certificate of Formation of Village Behavioral Health, LLC f/k/a Acadia Village, LLC. (l)
3.243	Amended and Restated Limited Liability Company Agreement of Village Behavioral Health, LLC f/k/a Acadia Village, LLC. (l)
3.244	Articles of Incorporation of Virginia Treatment Center, Inc. (jj)
3.245	Bylaws of Virginia Treatment Center, Inc. (jj)
3.246	Certificate of Formation of Vista Behavioral Holding Company, LLC. (jj)
3.247	Limited Liability Company Agreement of Vista Behavioral Holding Company, LLC. (jj)
3.248	Certificate of Formation of Vista Behavioral Hospital, LLC. (l)
3.249	Limited Liability Company Agreement of Vista Behavioral Hospital, LLC. (l)
3.250	Charter of Volunteer Treatment Center, Inc. (jj)
3.251	Bylaws of Volunteer Treatment Center, Inc. (jj)
3.252	Articles of Incorporation of WCHS, Inc. (jj)
3.253	Amended and Restated Bylaws of WCHS, Inc. (jj)
3.254	Certificate of Conversion and Articles of Organization of Webster Wellness Professionals, LLC. (jj)
3.255	Operating Agreement of Webster Wellness Professionals, LLC. (jj)
3.256	Articles of Organization of Wellplace, Inc. (b)
3.257	Amended and Restated Bylaws of Wellplace, Inc. (b)
3.258	Certificate of Conversion and Articles of Organization of Wheeling Treatment Center, LLC. (jj)
3.259	Amended and Restated Operating Agreement of Wheeling Treatment Center, LLC. (jj)
3.260	Articles of Incorporation and Articles of Merger of White Deer Realty, Ltd. (jj)
3.261	Bylaws of White Deer Realty, Ltd. (jj)

Exhibit Number	Description
3.262	Articles of Incorporation and Articles of Merger of White Deer Run, Inc. (jj)
3.263	Bylaws of White Deer Run, Inc. (jj)
3.264	Articles of Incorporation of Wichita Treatment Center Inc. (jj)
3.265	Bylaws of Wichita Treatment Center Inc. (jj)
3.266	Certificate of Conversion and Articles of Organization of Williamson Treatment Center, LLC. (jj)
3.267	Amended and Restated Operating Agreement of Williamson Treatment Center, LLC. (jj)
3.268	Certificate of Incorporation Wilmington Treatment Center, Inc. (jj)
3.269	Bylaws of Wilmington Treatment Center, Inc. (jj)
3.270	Articles of Incorporation of Youth and Family Centered Services of New Mexico, Inc. (b)
3.271	Amended and Restated Bylaws of Youth and Family Centered Services of New Mexico, Inc. (b)
3.272	Certificate of Incorporation of Youth Care of Utah, Inc. (jj)
3.273	Amended and Restated Bylaws of Youth Care of Utah, Inc. (jj)
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	Registration Rights Agreement, dated September 21, 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. (kk)
4.16	Stockholders Agreement, dated as of November 1, 2011, by and among the Company and each of the WCP and Management Investors Named therein. (k)
4.17	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)
4.18	Amended and Restated Stockholders Agreement, dated as of October 29, 2014, by and among the Company and each of the stockholders named therein. (j)
4.19	Specimen Acadia Healthcare Company, Inc. Common Stock Certificate to be issued to holders of Acadia Healthcare Company, Inc. Common Stock. (r)
4.20	Amended and Restated Registration Rights Agreement, dated April 1, 2011, by and among Acadia Healthcare Holdings, LLC and the other persons party thereto. (r)

Exhibit Number	Description
4.21	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)
4.22	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)
4.23	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 Jones Walker 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)

Exhibit Number	Description
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)
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)
10.39	Underwriting Agreement, dated August 10, 2015, by and among Acadia, UBS Securities LLC and the Selling Stockholders named therein. (ll)
10.40	Purchase Agreement, dated September 14, 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. (mm)
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 Jones Walker LLP *(Included in Exhibit 5.10)*.
23.11	Consent of Husch Blackwell LLP *(Included in Exhibit 5.11)*.

Exhibit Number	Description
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.
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).
(jj) Incorporated by reference to exhibits filed with the Company's registration statement on Form S-4 filed July 2, 2015 (File No. 333-205473).
(kk) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed September 21, 2015 (File No. 001-35331).
(ll) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed August 13, 2015 (File No. 001-35331).
(mm) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed September 15, 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.

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Chief Financial Officer (Principal Financial and Accounting Officer)	October 9, 2015
/s/ E. Perot Bissell E. Perot Bissell	Director	October 9, 2015
/s/ Christopher R. Gordon Christopher R. Gordon	Director	October 9, 2015
/s/ William F. Grieco William F. Grieco	Director	October 9, 2015
/s/ Kyle D. Lattner Kyle D. Lattner	Director	October 9, 2015

/s/ Wade D. Miquelon Wade D. Miquelon	Director	October 9, 2015
/s/ William M. Petrie, M.D. William M. Petrie, M.D.	Director	October 9, 2015
/s/ Hartley R. Rogers Hartley R. Rogers	Director	October 9, 2015
/s/ Bruce A. Shear Bruce A. Shear	Director	October 9, 2015
/s/ Reeve B. Waud Reeve B. Waud	Director	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
/s/ Christopher L. Howard Christopher L. Howard	Director	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
ACADIA HEALTHCARE COMPANY, INC.	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Executive Vice President		October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
NATIONAL SPECIALTY CLINICS, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Executive Vice President	Sole Member	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
ABILENE HOLDING COMPANY, INC. By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
ASCENT ACQUISITION, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
BEHAVIORAL CENTERS OF AMERICA, LLC	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
COMMODORE ACQUISITION SUB, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Managing Member	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
/s/ Christopher L. Howard Christopher L. Howard	Director	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
CRC HEALTH CORPORATION By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
TREATMENT ASSOCIATES, INC. By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
DMC-MEMPHIS, LLC	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
ACADIA MERGER SUB, LLC	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
ASPEN YOUTH, INC.	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
REHABILITATION CENTERS, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
BCA OF DETROIT, LLC	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
RED RIVER HOLDING COMPANY, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
HERMITAGE BEHAVIORAL, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
CRC WEIGHT MANAGEMENT, INC.	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
ACADIA MERGER SUB, LLC	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
ACADIA HEALTHCARE COMPANY, INC.	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Executive Vice President		October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
TK BEHAVIORAL HOLDING COMPANY, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
JAYCO ADMINISTRATION, INC. By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Partner	October 9, 2015
TREATMENT ASSOCIATES, INC. By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Partner	October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
CORAL HEALTH SERVICES, INC.	Partner	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		October 9, 2015
WCHS, INC.	Partner	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		October 9, 2015

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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 October 9, 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)	October 9, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	October 9, 2015
CRC RECOVERY, INC.	General Partner	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		October 9, 2015

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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.

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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.

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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
Belmont Behavioral Hospital, 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

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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

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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. (jj)
3.14	Bylaws of Advanced Treatment Systems, Inc. (jj)
3.15	Articles of Conversion and Articles of Organization of Ascent Acquisition - CYPDC, LLC. (jj)
3.16	Operating Agreement of Ascent Acquisition - CYPDC, LLC. (jj)
3.17	Articles of Conversion and Articles of Organization of Ascent Acquisition - PSC, LLC. (jj)
3.18	Operating Agreement of Ascent Acquisition - PSC, LLC. (jj)

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Exhibit Number	Description
3.19	Articles of Conversion and Articles of Organization of Ascent Acquisition, LLC. (jj)
3.20	Operating Agreement of Ascent Acquisition, LLC. (jj)
3.21	Second Amended and Restated Articles of Incorporation of Aspen Education Group, Inc. (jj)
3.22	Amended and Restated Bylaws of Aspen Education Group, Inc. (jj)
3.23	Articles of Incorporation of Aspen Youth, Inc. (jj)
3.24	Bylaws of Aspen Youth, Inc. (jj)
3.25	Articles of Incorporation of ATS of Cecil County, Inc. (jj)
3.26	Bylaws of ATS of Cecil County, Inc. (jj)
3.27	Articles of Incorporation of ATS of Delaware, Inc. f/k/a Advanced Treatment Systems of New York, Inc. (jj)
3.28	Bylaws of ATS of Delaware, Inc. (jj)
3.29	Articles of Incorporation of ATS of North Carolina, Inc. (jj)
3.30	Bylaws of ATS of North Carolina, Inc. (jj)
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. (jj)
3.34	Amended and Restated Operating Agreement of Austin Eating Disorders Partners, LLC. (jj)
3.35	Articles of Incorporation of Baton Rouge Treatment Center, Inc. (jj)
3.36	Bylaws of Baton Rouge Treatment Center, Inc. (jj)
3.37	Certificate of Conversion and Certificate of Incorporation of Bayside Marin, Inc. (jj)
3.38	Bylaws of Bayside Marin, Inc. (jj)
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. (jj)
3.42	Amended and Restated Operating Agreement of Beckley Treatment Center, LLC. (jj)
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*	Certification of Formation of Belmont Behavioral Hospital, LLC.
3.46*	Operating Agreement of Belmont Behavioral Hospital, LLC.
3.47	Articles of Incorporation of BGI of Brandywine, Inc. (jj)
3.48	Bylaws of BGI of Brandywine, Inc. (jj)
3.49	Articles of Incorporation of Bowling Green Inn of Pensacola, Inc. (jj)
3.50	Bylaws of Bowling Green Inn of Pensacola, Inc. (jj)
3.51	Articles of Incorporation of Bowling Green Inn of South Dakota, Inc. (jj)
3.52	Bylaws of Bowling Green Inn of South Dakota, Inc. (jj)
3.53	Partnership Agreement and Amendment of California Treatment Services (jj)
3.54	Articles of Incorporation of CAPS of Virginia, Inc. (jj)
3.55	Bylaws of CAPS of Virginia, Inc. (jj)
3.56	Articles of Incorporation of Cartersville Center, Inc. (jj)
3.57	Bylaws of Cartersville Center, Inc. (jj)
3.58	Certificate of Formation of Cascade Behavioral Holding Company, LLC. (jj)
3.59	Limited Liability Company Agreement of Cascade Behavioral Holding Company, LLC. (jj)
3.60	Certificate of Formation of Cascade Behavioral Hospital, LLC f/k/a SW Behavioral, LLC. (k)
3.61	Amended and Restated Limited Liability Company Agreement of Cascade Behavioral Hospital, LLC f/k/a SW Behavioral, LLC. (k)
3.62	Articles of Organization of Centerpointe Community Based Services, LLC. (jj)
3.63	Operating Agreement of Centerpointe Community Based Services, LLC. (jj)
3.64	Certificate of Conversion and Articles of Organization of Charleston Treatment Center, LLC. (jj)
3.65	Amended and Restated Operating Agreement of Charleston Treatment Center, LLC. (jj)

3.66 Certificate of Conversion and Articles of Organization of Clarksburg Treatment Center, LLC. (jj)

3.67 Amended and Restated Operating Agreement of Clarksburg Treatment Center, LLC. (jj)

3.68 Certificate of Formation of Commodore Acquisition Sub, LLC. (k)

Exhibit Number	Description
3.69	Limited Liability Company Agreement of Commodore Acquisition Sub, LLC. (l)
3.70	Certificate of Merger and Restated Certificate of Incorporation of Comprehensive Addiction Programs, Inc. (jj)
3.71	Bylaws of Comprehensive Addiction Programs, Inc. (jj)
3.72	Articles of Incorporation of Coral Health Services, Inc. (jj)
3.73	Bylaws of Coral Health Services, Inc. (jj)
3.74	Certificate of Incorporation of CRC ED Treatment, Inc. (jj)
3.75	Bylaws of CRC ED Treatment, Inc. (jj)
3.76	Certificate of Merger and Amended and Restated Certificate of Incorporation of CRC Health Corporation f/k/a CRC Health Group, Inc. (jj)
3.77	Bylaws of CRC Health Corporation. (jj)
3.78	Second Amended and Restated Certificate of Incorporation of CRC Health Group, Inc. (jj)
3.79	Bylaws of CRC Health Group, Inc. f/k/a CRCA Holdings, Inc. (jj)
3.80	Articles of Incorporation of CRC Health Oregon, Inc. (jj)
3.81	Bylaws of CRC Health Oregon, Inc. (jj)
3.82	Charter of CRC Health Tennessee, Inc. (jj)
3.83	Bylaws of CRC Health Tennessee, Inc. (jj)
3.84	Certificate of Formation of CRC Holdings, LLC. (jj)
3.85	Operating Agreement of CRC Holdings, LLC. (jj)
3.86	Certificate of Incorporation of CRC Recovery, Inc. (jj)
3.87	Bylaws of CRC Recovery, Inc. (jj)
3.88	Certificate of Incorporation of CRC Weight Management, Inc. (jj)
3.89	Bylaws of CRC Weight Management, Inc. (jj)
3.90	Articles of Organization of CRC Wisconsin RD, LLC f/k/a CRC Recovery Wisconsin, LLC. (jj)
3.91	Operating Agreement of CRC Wisconsin RD, LLC. (jj)
3.92	Certificate of Formation of Crossroads Regional Hospital, LLC. (l)
3.93	Limited Liability Company Agreement of Crossroads Regional Hospital, LLC. (l)
3.94	Articles of Organization of Delta Medical Services, LLC. (l)
3.95	Operating Agreement of Delta Medical Services, LLC. (l)
3.96	Articles of Organization of DMC - Memphis, LLC. (l)
3.97	Operating Agreement of DMC - Memphis, LLC. (l)
3.98	Articles of Organization of Detroit Behavioral Institute, Inc. (b)
3.99	Amended and Restated Bylaws of Detroit Behavioral Institute, Inc. (b)
3.100	Articles of Conversion and Articles of Organization of East Indiana Treatment Center, LLC. (jj)
3.101	Operating Agreement of East Indiana Treatment Center, LLC. (jj)
3.102	Articles of Conversion and Articles of Organization of Evansville Treatment Center, LLC. (jj)
3.103	Operating Agreement of Evansville Treatment Center, LLC. (jj)
3.104	Certificate of Formation of Four Circles Recovery Center, LLC f/k/a Appalachian Trails Recovery, LLC. (jj)
3.105	Operating Agreement of Four Circles Recovery Center, LLC f/k/a Appalachian Trails Recovery, LLC
3.106	Articles of Incorporation of Galax Treatment Center, Inc. (jj)
3.107	Bylaws of Galax Treatment Center, Inc. (jj)
3.108	Articles of Organization and Amendment of Generations BH, LLC f/k/a Generations Behavioral Health - Geneva, LLC. (jj)
3.109	Amended and Restated Operating Agreement of Generations Behavioral Health - Geneva, LLC. (l)
3.110	Certificate of Formation of Greenleaf Center, LLC f/k/a Acadia Greenleaf, LLC. (l)
3.111	Amended and Restated Limited Liability Company Agreement of Greenleaf Center, LLC f/k/a Acadia Greenleaf, LLC. (l)
3.112	Articles of Conversion and Articles of Organization of Habilitation Center, LLC. (jj)
3.113	Operating Agreement of Habilitation Center, LLC. (jj)
3.114*	Second Amended and Restated Certificate of Incorporation of Habit Holdings, Inc.
3.115	Amended and Restated Bylaws of Habit Holdings, Inc. (jj)

3.116 Certificate of Incorporation of Habit Opco, Inc. (jj)

Exhibit Number	Description
3.117	Bylaws of Habit Opco, Inc. (jj)
3.118	Certificate of Formation of Hermitage Behavioral, LLC. (l)
3.119	Limited Liability Company Agreement of Hermitage Behavioral, LLC. (l)
3.120	Certificate of Formation of HMIH Cedar Crest, LLC. (l)
3.121	Amended and Restated Operating Agreement of HMIH Cedar Crest, LLC. (l)
3.122	Certificate of Conversion and Articles of Organization of Huntington Treatment Center, LLC. (jj)
3.123	Amended and Restated Operating Agreement of Huntington Treatment Center, LLC. (jj)
3.124	Articles of Conversion and Articles of Organization of Indianapolis Treatment Center, LLC. (jj)
3.125	Operating Agreement of Indianapolis Treatment Center, LLC. (jj)
3.126	Articles of Incorporation of Jayco Administration, Inc. (jj)
3.127	Bylaws of Jayco Administration, Inc. (jj)
3.128	Articles of Incorporation of Kids Behavioral Health of Montana, Inc. (b)
3.129	Bylaws of Kids Behavioral Health of Montana, Inc. (b)
3.130	Articles of Organization of Lakeland Hospital Acquisition, LLC. (l)
3.131	Operating Agreement of Lakeland Hospital Acquisition, LLC. (l)
3.132	Certificate of Conversion and Articles of Organization of McCallum Group, LLC. (jj)
3.133	Operating Agreement of McCallum Group, LLC. (jj)
3.134	Articles of Organization of McCallum Properties, LLC. (jj)
3.135	Amended and Restated Operating Agreement of McCallum Properties, LLC. (jj)
3.136	Articles of Conversion and Articles of Organization of Millcreek School of Arkansas, LLC. (jj)
3.137	Operating Agreement of Millcreek School of Arkansas, LLC. (jj)
3.138	Certificate of Formation of Millcreek Schools, LLC. (l)
3.139	Operating Agreement of Millcreek Schools, LLC. (l)
3.140	Partnership Agreement and Amendments of Milwaukee Health Services System. (jj)
3.141	Certificate of Conversion and Certificate of Formation of National Specialty Clinics, LLC. (jj)
3.142	Operating Agreement of National Specialty Clinics, LLC. (jj)
3.143	Certificate of Formation of Northeast Behavioral Health, LLC. (l)
3.144	Limited Liability Company Agreement of Northeast Behavioral Health, LLC. (l)
3.145	Articles of Organization of Ohio Hospital for Psychiatry, LLC. (l)
3.146	Amended and Restated Operating Agreement of Ohio Hospital for Psychiatry, LLC. (l)
3.147	Certificate of Incorporation of Options Treatment Center Acquisition Corporation. (b)
3.148	Bylaws of Options Treatment Center Acquisition Corporation. (b)
3.149	Certificate of Formation of Park Royal Fee Owner, LLC. (jj)
3.150	Limited Liability Company Agreement of Park Royal Fee Owner, LLC. (jj)
3.151	Certificate of Conversion and Articles of Organization of Parkersburg Treatment Center, LLC. (jj)
3.152	Amended and Restated Operating Agreement of Parkersburg Treatment Center, LLC. (jj)
3.153	Certificate of Formation of PHC Meadowwood, LLC. (l)
3.154	Limited Liability Company Agreement of PHC Meadowwood, LLC. (l)
3.155	Articles of Organization of PHC of Michigan, Inc. (b)
3.156	Amended and Restated Bylaws of PHC of Michigan, Inc. (b)
3.157	Articles of Organization of PHC of Nevada, Inc. (b)
3.158	Amended and Restated Bylaws of PHC of Nevada, Inc. (b)
3.159	Articles of Organization of PHC of Utah, Inc. (b)
3.160	Amended and Restated Bylaws of PHC of Utah, Inc. (b)
3.161	Certificate of Organization of PHC of Virginia, LLC. (l)
3.162	Operating Agreement of PHC of Virginia, LLC. (l)
3.163	Certificate of Formation of Piney Ridge Treatment Center, LLC f/k/a AmiCare of Arkansas, LLC. (l)

3.164 Amended and Restated Limited Liability Company Agreement of Piney Ridge Treatment Center, LLC f/k/a AmiCare of Arkansas, LLC. (l)

3.165 Certificate of Formation of Psychiatric Resource Partners, LLC. (l)

3.166 Limited Liability Company Agreement of Psychiatric Resource Partners, LLC. (l)

3.167 Articles of Incorporation of Quality Addiction Management, Inc. f/k/a Professional Recovery Network, S.C. (jj)

Exhibit Number	Description
3.168	Amended and Restated Bylaws of Quality Addiction Management, Inc. (jj)
3.169	Articles of Organization of Rebound Behavioral Health, LLC. (b)
3.170	Operating Agreement of Rebound Behavioral Health, LLC. (b)
3.171	Certificate of Formation of Red River Holding Company, LLC. (l)
3.172	Limited Liability Company Agreement of Red River Holding Company, LLC. (l)
3.173	Certificate of Formation of Red River Hospital, LLC. (l)
3.174	Amended and Restated Limited Liability Company Agreement of Red River Hospital, LLC. (l)
3.175	Certificate of Formation of Rehabilitation Centers, LLC. (l)
3.176	Operating Agreement of Rehabilitation Centers, LLC. (l)
3.177	Certificate of Incorporation of Resolute Acquisition Corporation. (b)
3.178	Bylaws of Resolute Acquisition Corporation. (b)
3.179	Articles of Conversion and Articles of Organization of Richmond Treatment Center, LLC. (jj)
3.180	Operating Agreement of Richmond Treatment Center, LLC. (jj)
3.181	Certificate of Formation of Riverview Behavioral Health, LLC f/k/a TBA Texarkana, L.L.C. (l)
3.182	Amended and Restated Operating Agreement of Riverview Behavioral Health, LLC f/k/a TBA Texarkana, L.L.C. (l)
3.183	Certificate of Formation of RiverWoods Behavioral Health, LLC f/k/a Acadia Riverwoods, LLC. (l)
3.184	Amended and Restated Limited Liability Company Agreement of RiverWoods Behavioral Health, LLC f/k/a Acadia Riverwoods, LLC. (l)
3.185	Articles of Organization of Rolling Hills Hospital, LLC. (l)
3.186	Operating Agreement of Rolling Hills Hospital, LLC. (l)
3.187	Articles of Incorporation of RTC Resource Acquisition Corporation. (b)
3.188	Bylaws of RTC Resource Acquisition Corporation. (b)
3.189	Articles of Incorporation of San Diego Health Alliance. (jj)
3.190	Bylaws of San Diego Health Alliance. (jj)
3.191	Partnership Agreement of San Diego Treatment Services. (jj)
3.192	Certificate of Incorporation of Seven Hills Hospital, Inc. (b)
3.193	Amended and Restated Bylaws of Seven Hills Hospital, Inc. (b)
3.194	Articles of Organization of Shaker Clinic, LLC. (l)
3.195	Amended and Restated Operating Agreement of Shaker Clinic, LLC. (l)
3.196	Articles of Incorporation of Sheltered Living Incorporated. (jj)
3.197	Bylaws of Sheltered Living Incorporated f/k/a CRC Merger Acquisition Corp. (jj)
3.198	Certificate of Incorporation of Sierra Tucson Inc. f/k/a CRC Merger Acquisition Corp. (jj)
3.199	Bylaws of Sierra Tucson Inc. (jj)
3.200	Certificate of Formation of Skyway House, LLC. (jj)
3.201	Operating Agreement of Skyway House, LLC. (jj)
3.202	Articles of Incorporation of Sober Living by the Sea, Inc. (jj)
3.203	Bylaws of Sober Living by the Sea, Inc. (jj)
3.204	Certificate of Formation of Sonora Behavioral Health Hospital, LLC. (l)
3.205	Amended and Restated Limited Liability Company Agreement of Sonora Behavioral Health Hospital, LLC. (l)
3.206	Articles of Conversion and Articles of Organization of Southern Indiana Treatment Center, LLC. (jj)
3.207	Operating Agreement of Southern Indiana Treatment Center, LLC. (jj)
3.208	Articles of Incorporation of Southwestern Children’s Health Services, Inc. (b)
3.209	Amended and Restated Bylaws of Southwestern Children’s Health Services, Inc. (b)
3.210	Certificate of Organization of Southwood Psychiatric Hospital, LLC. (l)
3.211	Amended and Restated Operating Agreement of Southwood Psychiatric Hospital, LLC. (l)
3.212	Certificate of Formation of Structure House, LLC f/k/a Structure House Acquisition, LLC. (jj)
3.213	Operating Agreement of Structure House, LLC f/k/a Structure House Acquisition, LLC. (jj)
3.214	Articles of Organization of Success Acquisition, LLC. (m)

3.215 Operating Agreement of Success Acquisition, LLC. (m)

3.216 Amended and Restated Certificate of Incorporation of SUWS of the Carolinas, Inc. (jj)

3.217 Amended and Restated Bylaws of SUWS of the Carolinas, Inc. (jj)

Exhibit Number	Description
3.218	Amended and Restated Certificate of Formation of Talisman Academy, LLC f/k/a New Leaf Academy of North Carolina, LLC, Biltmore Acadmy, LLC, Aspen NC Real Estate, LLC and NC Real Estate, LLC. (jj)
3.219	Operating Agreement of Talisman Academy, LLC f/k/a NC Real Estate, LLC. (jj)
3.220	Articles of Organization of Ten Broeck Tampa, LLC. (l)
3.221	Operating Agreement of Ten Broeck Tampa, LLC. (l)
3.222	Articles of Organization of Ten Lakes Center, LLC. (l)
3.223	Amended and Restated Operating Agreement of Ten Lakes Center, LLC. (l)
3.224	Articles of Organization of Texarkana Behavioral Associates, L.C. (l)
3.225	Amended and Restated Limited Liability Company Agreement of Texarkana Behavioral Associates, L.C. (l)
3.226	Certificate of Limited Partnership of The Camp Recovery Centers, L.P. (jj)
3.227	Third Amended and Restated Agreement of Limited Partnership of The Camp Recovery Centers, L.P. (jj)
3.228	Articles of Organization of The Refuge, A Healing Place, LLC. (l)
3.229	Second Amended and Restated Limited Liability Company Agreement of The Refuge, A Healing Place, LLC. (l)
3.230	Certificate of Formation of TK Behavioral Holding Company, LLC. (l)
3.231	Limited Liability Company Agreement of TK Behavioral Holding Company, LLC. (l)
3.232	Certificate of Formation of TK Behavioral, LLC. (l)
3.233	Limited Liability Company Agreement of TK Behavioral, LLC. (l)
3.234	Articles of Incorporation of Transcultural Health Development, Inc. (jj)
3.235	Bylaws of Transcultural Health Development, Inc. (jj)
3.236	Articles of Incorporation of Treatment Associates, Inc. f/k/a California Treatment Services, Inc. (jj)
3.237	Bylaws of Treatment Associates, Inc. f/k/a California Treatment Services, Inc. (jj)
3.238	Certificate of Formation of Valley Behavioral Health System, LLC f/k/a Vista Health Fort Smith, LLC. (l)
3.239	Amended and Restated Limited Liability Company Agreement of Valley Behavioral Health System, LLC f/k/a Vista Health Fort Smith, LLC. (l)
3.240	Certificate of Formation of Vermilion Hospital, LLC f/k/a Acadia Hospital of Lafayette, LLC. (l)
3.241	Second Amended and Restated Limited Liability Company Agreement of Vermilion Hospital, LLC f/k/a Acadia Hospital of Lafayette, LLC. (l)
3.242	Certificate of Formation of Village Behavioral Health, LLC f/k/a Acadia Village, LLC. (l)
3.243	Amended and Restated Limited Liability Company Agreement of Village Behavioral Health, LLC f/k/a Acadia Village, LLC. (l)
3.244	Articles of Incorporation of Virginia Treatment Center, Inc. (jj)
3.245	Bylaws of Virginia Treatment Center, Inc. (jj)
3.246	Certificate of Formation of Vista Behavioral Holding Company, LLC. (jj)
3.247	Limited Liability Company Agreement of Vista Behavioral Holding Company, LLC. (jj)
3.248	Certificate of Formation of Vista Behavioral Hospital, LLC. (l)
3.249	Limited Liability Company Agreement of Vista Behavioral Hospital, LLC. (l)
3.250	Charter of Volunteer Treatment Center, Inc. (jj)
3.251	Bylaws of Volunteer Treatment Center, Inc. (jj)
3.252	Articles of Incorporation of WCHS, Inc. (jj)
3.253	Amended and Restated Bylaws of WCHS, Inc. (jj)
3.254	Certificate of Conversion and Articles of Organization of Webster Wellness Professionals, LLC. (jj)
3.255	Operating Agreement of Webster Wellness Professionals, LLC. (jj)
3.256	Articles of Organization of Wellplace, Inc. (b)
3.257	Amended and Restated Bylaws of Wellplace, Inc. (b)
3.258	Certificate of Conversion and Articles of Organization of Wheeling Treatment Center, LLC. (jj)
3.259	Amended and Restated Operating Agreement of Wheeling Treatment Center, LLC. (jj)
3.260	Articles of Incorporation and Articles of Merger of White Deer Realty, Ltd. (jj)
3.261	Bylaws of White Deer Realty, Ltd. (jj)

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Exhibit Number	Description
3.262	Articles of Incorporation and Articles of Merger of White Deer Run, Inc. (jj)
3.263	Bylaws of White Deer Run, Inc. (jj)
3.264	Articles of Incorporation of Wichita Treatment Center Inc. (jj)
3.265	Bylaws of Wichita Treatment Center Inc. (jj)
3.266	Certificate of Conversion and Articles of Organization of Williamson Treatment Center, LLC. (jj)
3.267	Amended and Restated Operating Agreement of Williamson Treatment Center, LLC. (jj)
3.268	Certificate of Incorporation Wilmington Treatment Center, Inc. (jj)
3.269	Bylaws of Wilmington Treatment Center, Inc. (jj)
3.270	Articles of Incorporation of Youth and Family Centered Services of New Mexico, Inc. (b)
3.271	Amended and Restated Bylaws of Youth and Family Centered Services of New Mexico, Inc. (b)
3.272	Certificate of Incorporation of Youth Care of Utah, Inc. (jj)
3.273	Amended and Restated Bylaws of Youth Care of Utah, Inc. (jj)
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	Registration Rights Agreement, dated September 21, 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. (kk)
4.16	Stockholders Agreement, dated as of November 1, 2011, by and among the Company and each of the WCP and Management Investors Named therein. (k)
4.17	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)
4.18	Amended and Restated Stockholders Agreement, dated as of October 29, 2014, by and among the Company and each of the stockholders named therein. (j)
4.19	Specimen Acadia Healthcare Company, Inc. Common Stock Certificate to be issued to holders of Acadia Healthcare Company, Inc. Common Stock. (r)
4.20	Amended and Restated Registration Rights Agreement, dated April 1, 2011, by and among Acadia Healthcare Holdings, LLC and the other persons party thereto. (r)

Exhibit Number	Description
4.21	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)
4.22	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)
4.23	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 Jones Walker 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)

Exhibit Number	Description
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)
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)
10.39	Underwriting Agreement, dated August 10, 2015, by and among Acadia, UBS Securities LLC and the Selling Stockholders named therein. (ll)
10.40	Purchase Agreement, dated September 14, 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. (mm)
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 Jones Walker LLP *(Included in Exhibit 5.10)*.
23.11	Consent of Husch Blackwell LLP *(Included in Exhibit 5.11)*.

Exhibit Number	Description
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.
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).
(jj) Incorporated by reference to exhibits filed with the Company's registration statement on Form S-4 filed July 2, 2015 (File No. 333-205473).
(kk) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed September 21, 2015 (File No. 001-35331).
(ll) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed August 13, 2015 (File No. 001-35331).
(mm) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed September 15, 2015 (File No. 001-35331).

Exhibit 3.45

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:34 PM 04/24/2014
FILED 05:28 PM 04/24/2014
SRV 140515767 – 5522400 FILE

CERTIFICATE OF FORMATION
OF
BELMONT BEHAVIORAL HOSPITAL, LLC

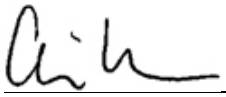
Pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act"), the undersigned, desiring to form a limited liability company, does hereby certify as follows:

1. The name of the limited liability company is Belmont Behavioral Hospital, 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 24th day of April, 2014.



Christopher L. Howard, Authorized Person

Exhibit 3.46

OPERATING AGREEMENT

OF

BELMONT BEHAVIORAL HOSPITAL, LLC

This Operating Agreement (the "Agreement") of Belmont Behavioral Hospital, 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 April 24, 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 April 24, 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:

830 Crescent Centre Drive, Suite 610
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

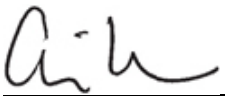
Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Delaware without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: 

Name: Christopher L. Howard
Its: Executive Vice President and Secretary

Schedule A

None.

Exhibit 3.114

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:00 PM 08/18/2015
FILED 05:49 PM 08/18/2015
SRV 151187968 – 4169562 FILE

SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
HABIT HOLDINGS, INC.

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Habit Holdings, Inc. (the "Company"), a corporation organized and existing by virtue of the provisions of the General Corporation Law of the State of Delaware (the "DGCL"),

DOES HEREBY CERTIFY:

1. That the Company filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware on June 5, 2006;

2. That the Company filed its Amended and Restated Certificate of Incorporation with the Secretary of State of Delaware on September 29, 2006;

3. That the Board of Directors of the Company duly adopted resolutions proposing to amend and restate the Amended and Restated Certificate of Incorporation of the Company, declaring said amendment and restatement to be advisable and in the best interests of the Company and its stockholders, and authorizing the appropriate officers of the Company to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Amended and Restated Certificate of Incorporation of the Company be amended and restated in its entirety to read as follows:

ARTICLE I

NAME

The name of the corporation is Habit Holdings, Inc.

ARTICLE II

REGISTERED OFFICE AND AGENT

The address of the registered office of the Company in Delaware is, and the Company's registered agent at the registered office is:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801
County of New Castle

ARTICLE III

PURPOSES

The nature of the business or purposes to be conducted or promoted by the Company is to engage in any and all lawful acts or activities for which corporations may be organized under the Delaware General Corporation Law as now or hereafter in force.

ARTICLE IV

CAPITALIZATION

The Company shall have authority, acting by its board of directors, to issue one hundred (100) shares of common stock, $0.001 par value per share (the "Common Stock"), such shares being entitled to one vote per share on any matter on which stockholders of the Company are entitled to vote and such shares being entitled to participate in dividends and to receive the remaining net assets of the Company upon dissolution. The number of authorized shares of any class may be increased or decreased (but not below the number of such shares then outstanding) by the affirmative vote of the holders of a majority of all classes of stock of the Company entitled to vote. There shall be no cumulative voting by the stockholders of the Company.

ARTICLE V

BOARD OF DIRECTORS

The board of directors shall manage the business and affairs of the Company and shall consist of not less than two nor more than nine directors, the exact number to be fixed and determined from time to time by resolution of a majority of the directors then in office. Vacancies in the board of directors, whether resulting from an increase in the number of directors, the removal of directors for or without cause, or otherwise, may be filled by a vote of a majority of the directors then in office, although less than a quorum. Election of directors at an annual or special meeting need not be by written ballot unless the bylaws of the Company so provide.

ARTICLE VI

LIMITATION ON PERSONAL LIABILITY OF DIRECTORS

A director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the Company 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 DGCL (or the corresponding provision of any successor act or law), and (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers or expanding such liability, then the liability of directors and officers of the Company shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of the provisions of this Article VI by the stockholders shall not adversely affect any right or protection of a director of the Company existing at the time of such repeal or modification.

ARTICLE VII

INDEMNIFICATION

(a) The Company shall indemnify, and upon request shall advance expenses to, in the manner and to the full extent permitted by law, any officer or director (or the estate of any such person) who was or is a party to, or is threatened to be made a party to, any threatened, pending or complete action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Company may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him or her. To the full extent permitted by law, the indemnification and advances provided for herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement. The indemnification provided herein shall not be deemed to limit the right of the Company to indemnify any other person for any such expenses (including attorneys' fees), judgments, fines and amounts paid in settlement to the full extent permitted by law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the Company may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

(b) Notwithstanding the foregoing, the Company shall not indemnify any such indemnitee (1) in any proceeding by the Company against such indemnitee; (2) in the event the board of directors determines that indemnification is not available under the circumstances because the officer or director has not met the standard of conduct set forth in Section 145 of the DGCL; or (3) if a judgment or other final adjudication adverse to the indemnitee establishes his liability (A) for any breach of the duty of loyalty to the Company or its stockholders, (B) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (C) under Section 174 of the DGCL.

ARTICLE VIII

AMENDMENTS

The bylaws of the Company may be amended, modified, or repealed by a resolution adopted by the board of directors or stockholders of the Company, subject to any provision of law then applicable. The Company reserves the right to amend modify, or repeal any provision contained in this Certificate in the manner now or hereafter prescribed by statute, and all rights conferred in this Certificate on the stockholders of the Company are granted subject to this reservation.

Notwithstanding any of the provisions of this Certificate or the bylaws of the Company (and notwithstanding the fact that a lesser percentage may be specified by law, this Certificate or the bylaws of the Company) the affirmative vote of the holders of a majority of the voting power of the Company shall be required to repeal or amend this Article VIII or to repeal, amend or adopt any provision inconsistent with Articles VI, VII or VIII.

ARTICLE IX

PREEMPTIVE RIGHTS

The stockholders of the Company shall have no preemptive or preferential right to subscribe for or purchase any stock or securities of the Company.

ARTICLE X

WRITTEN ACTION BY STOCKHOLDERS

An action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting by written action signed, or consented to by authenticated electronic communication by stockholders having voting power equal to the voting power that would be required to take the same action at a meeting of the stockholders at which all stockholders were present. The written action is effective when it has been signed, or consented to by authenticated electronic communication, by the required stockholders, unless a different effective time is provided in the written action.

[Signature Page Follows]

HABIT HOLDINGS, INC.

By: 

Christopher L. Howard
Vice President and Secretary

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

October 9, 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 $275,000,000 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 $275,000,000 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, Belmont Behavioral Hospital, 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) Jones Walker 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) of Regulation S-K 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
Belmont Behavioral Hospital, 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]

October 9, 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 of the aggregate principal amount of $275,000,000 of 5.625% Senior Notes due 2023 (the "Exchange Note") 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 October 9, 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, and a Purchase Agreement dated as of September 14, 2015 as defined on Schedule 1 attached hereto.

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) 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.]**
- Purchase Agreement dated as of September 14, 2015 among the Company, the Guarantors and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC. **[Examined.]**
- Registration Rights Agreement, dated September 21, 2015, by and among the Company, the Guarantors and Merrill Lynch, Pierce, Fenner & Smith 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 September 21, 2015, signed by Christopher L. Howard, Vice President and Secretary and David Duckworth, Vice President and Treasurer (the "Secretary'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 September 8, 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 September 21, 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 September 8, 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 September 21, 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 September 8, 2015, issued by the NSOS.
- Jayco Administration, Inc. Bylaws, Certified by the Secretary of such Guarantor as of September 21, 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 September 14, 2015, with Exhibits A – F attached.

EXHIBIT 5.3

[LETTERHEAD OF DOVER DIXON HORNE PLLC]

October 9, 2015

Arkansas Guarantors
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Re: Acadia Healthcare Company, Inc.
Exchange Offer for 5.625% Senior Notes
Due 2023

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 $275,000,000 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 October 9, 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 September 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 October 9, 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.

(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.

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

[LETTERHEAD OF AUSTIN STEWART, ESQ.]

October 9, 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 $275,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023, 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 October 9, 2015, under the Securities Act of 1933, as amended (the "**Securities Act**") pursuant to the Registration Rights Agreement dated September 21, 2015 (the "**Registration Rights Agreement**"). 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 also 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**"), and (iv) 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 good standing certificates issued by the California Secretary of State as of September 8, 2015, for each of the Corporate Guarantors, and as of September 9, 2015, for 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 execute, deliver and perform their obligations under the Credit Documents to which they are a party.

(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.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission as Exhibit 5.4 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act

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.]

October 9, 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 $275,000,000 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 October 9, 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 September 21, 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 October 9, 2015;

B. Articles of Organization of The Refuge, certified by the Florida Secretary, as certified by an officer of The Refuge as of October 9, 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 September 8, 2015;

F. Secretary's Certificate of the Florida Entities dated as of October 9, 2015;

G. Resolutions of the sole member for Ten Broeck dated September 14, 2015; and

H. Resolutions of the sole member for The Refuge dated September 14, 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.

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

Exhibit 5.6

SANDERS, RANCK & SKILLING, P.C.
ATTORNEYS AT LAW
P.O. BOX 1005
TOCCOA, GEORGIA 30577
LAW OFFICES

JANNEY E. SANDERS
BRIAN C. RANCK
MATTHEW D. SKILLING

597 BIG A ROAD
706-886-7533
FAX: 706-886-0617
REAL ESTATE FAX: 706-282-0766
E-MAIL: jsanders@toccoalaw.com
www.toccoalaw.com

October 9, 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 $275,000,000 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 October 9, 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. 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

EXHIBIT 5.7

[LETTERHEAD OF FROST BROWN TODD LLC]

Howard R. Cohen
Member
317.237.3872
hcohen@fbtlaw.com

October 9, 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: $275,000,000.00 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 October 9, 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 $275,000,000 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 October 9, 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 September 21, 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. 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 September 21, 2015.

(c) Guarantee of the Notes.

PUBLIC AUTHORITY DOCUMENTS

(d) Indiana Secretary of State Certificate of Existence for Centerpointe Community Based Services, LLC, dated September 8, 2015.

(e) Indiana Secretary of State Certificate of Existence for Options Treatment Center Acquisition Corporation, dated September 8, 2015.

(f) Indiana Secretary of State Certificate of Existence for Resolute Acquisition Corporation, dated September 8, 2015.

(g) Indiana Secretary of State Certificate of Existence for RTC Resource Acquisition Corporation, dated September 8, 2015.

(h) Indiana Secretary of State Certificate of Existence for Success Acquisition, LLC, dated, September 8, 2015.

(i) Indiana Secretary of State Certificate of Existence for East Indiana Treatment Center, LLC, dated September 8, 2015.

(j) Indiana Secretary of State Certificate of Existence for Evansville Treatment Center, LLC, dated September 8, 2015.

(k) Indiana Secretary of State Certificate of Existence for Indianapolis Treatment Center, LLC, dated September 8, 2015.

(l) Indiana Secretary of State Certificate of Existence for Richmond Treatment Center, LLC, dated September 8, 2015.

(m) Indiana Secretary of State Certificate of Existence for Southern Indiana Treatment Center, LLC, dated September 8, 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]

October 9, 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: $275,000,000.00 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 October 9, 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 $275,000,000 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 October 9, 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. 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 September 21, 2015.

(c) Guarantee of the Notes.

PUBLIC AUTHORITY DOCUMENTS

(d) Virginia State Corporation Commission Certificate of Good Standing for Advanced Treatment Systems, Inc., dated September 8, 2015.

(e) Virginia State Corporation Commission Certificate of Good Standing for ATS of Cecil County, Inc., dated September 8, 2015.

(f) Virginia State Corporation Commission Certificate of Good Standing for ATS of Delaware, Inc., dated September 8, 2015.

(g) Virginia State Corporation Commission Certificate of Good Standing for ATS of North Carolina, Inc., dated September 8, 2015.

(h) Virginia State Corporation Commission Certificate of Good Standing for BGI of Brandywine, Inc., dated, September 8, 2015.

(i) Virginia State Corporation Commission Certificate of Good Standing for Bowling Green Inn of Pensacola, Inc., dated September 8, 2015.

(j) Virginia State Corporation Commission Certificate of Good Standing for Bowling Green Inn of South Dakota, Inc., dated September 8, 2015.

(k) Virginia State Corporation Commission Certificate of Good Standing for Galax Treatment Center, Inc., dated September 8, 2015.

(l) Virginia State Corporation Commission Certificate of Good Standing for Virginia Treatment Center, Inc., dated September 8, 2015.

(m) Virginia State Corporation Commission Certificate of Good Standing for Wilmington Treatment Center, Inc., dated September 8, 2015.

(n) Virginia State Corporation Commission Certificate of Good Standing for CAPS of Virginia, Inc., a Virginia corporation, dated September 8, 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]

Charles M. Johnson
Member
304.348.2420
cjohnson@fbtlaw.com

October 9, 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: $275,000,000.00 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 October 9, 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 $275,000,000 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 October 9, 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. 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 September 21, 2015.

(c) Guarantee of the Notes.

PUBLIC AUTHORITY DOCUMENTS

(d) West Virginia Secretary of State Certificate of Existence for Beckley Treatment Center, LLC, dated September 8, 2015.

(e) West Virginia Secretary of State Certificate of Existence for Charleston Treatment Center, LLC, dated September 8, 2015.

(f) West Virginia Secretary of State Certificate of Existence for Clarksburg Treatment Center, LLC, dated September 8, 2015.

(g) West Virginia Secretary of State Certificate of Existence for Huntington Treatment Center, LLC, dated September 8, 2015.

(h) West Virginia Secretary of State Certificate of Existence for Parkersburg Treatment Center, LLC, dated September 8, 2015.

(i) West Virginia Secretary of State Certificate of Existence for Wheeling Treatment Center, LLC, dated September 8, 2015.

(j) West Virginia Secretary of State Certificate of Existence for Williamson Treatment Center, LLC, dated September 8, 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.

EXHIBIT 5.8

[LETTERHEAD OF POLSINELLI PC]

October 9, 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 October 9, 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 September 8, 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.

6. 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.

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,

/s/ POLSINELLI PC

POLSINELLI PC

EXHIBIT 5.9

[LETTERHEAD OF LOCKE LORD LLP]

October 9, 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 $275,000,000 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 October 9, 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. 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.

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 September 21, 2015, among the Company, the Massachusetts Guarantors, the other guarantors party thereto, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC;

(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 September 4, 2015, and a bring-down confirmation of good standing for each Massachusetts Guarantor as of September 18, 2015 from CT Corporation System (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 absence of mutual mistake or misunderstanding and of fraud, coercion, duress or other similar inequitable conduct in connection with

the negotiation, execution and delivery of the Indenture, the Exchange Notes and the Guarantees and the transactions contemplated thereby, (vi) the solvency at all relevant times of the Massachusetts Guarantors and that the performance by the Massachusetts Guarantors of the Indenture and the Guarantees to which they are parties will not result in the impairment of the capital of any of the Massachusetts Guarantors, (vii) that the Company owns, directly or indirectly, all of the outstanding capital stock and membership interests, as applicable, of the Massachusetts Guarantors, (viii) the consideration to be received by the Company and the Massachusetts Guarantors with respect to the Exchange Notes and the Guarantees of each Massachusetts Guarantor is adequate and has been delivered to or for the benefit of the Company and the Massachusetts Guarantors on or prior to the date of issuance thereof, (ix) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement, (x) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary, (xi) the Initial Notes have been exchanged in the manner described in the prospectus forming a part of the Registration Statement, (xii) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and (xiii) 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.

The opinions expressed herein are specifically qualified to the extent that any of them may be subject to or limited by applicable bankruptcy, insolvency, receivership, reorganization, fraudulent conveyance, moratorium and other similar statutory or decisional laws, enacted or in effect at any time, pertaining to the relief of debtors or affecting the rights of creditors, and general principles of equity.

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 the Guarantees, and in any event shall not include, without limitation (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 title to any property or the validity or perfection of any liens on any collateral, 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 and in good standing under the laws of the Commonwealth of Massachusetts. The Massachusetts LLC Guarantor is a limited liability company validly existing 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.

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

EXHIBIT 5.10

[LETTERHEAD OF JONES WALKER LLP]

October 9, 2015

Baton Rouge Treatment Center, Inc.
Millcreek Schools, LLC
Rehabilitation Centers, LLC
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Ladies and Gentlemen,

We have acted as (a) Louisiana counsel to Baton Rouge Treatment Center, Inc., a Louisiana corporation ("*BRTC*"), and (b) Mississippi counsel to Millcreek Schools, LLC, a Mississippi limited liability company ("*MCS*"), and Rehabilitation Centers, LLC, a Mississippi limited liability company ("*RCS*" and, together with MCS, collectively, the "*Mississippi Opinion Parties*" and individually, a "*Mississippi Opinion Party*"; the Mississippi Opinion Parties and BRTC are hereinafter collectively referred to as the "*Opinion Parties*" and individually as an "*Opinion Party*"), in connection with the Registration Statement on Form S-4 (the "*Registration Statement*") being filed by Acadia Healthcare Company, Inc., a Delaware corporation (the "*Company*"), and certain subsidiaries of the Company, including the Opinion Parties, with the Securities and Exchange Commission (the "*Commission*") under the Securities Act of 1933, as amended (the "*Securities Act*"), for the registration of the offer to exchange the Company's existing 5.625% Senior Notes due 2023 issued on September 21, 2015 (the "*Original Notes*"), together with the guarantees of the Original Notes by the Opinion Parties and the other guarantors for up to $275 million aggregate principal amount of the Company's 5.625% Senior Notes due 2023 (the "*Exchange Notes*"), together with the guarantees of the Exchange Notes by the Opinion Parties and the other guarantors (the "*Guarantees*").

The Exchange Notes and the Guarantees will be issued pursuant to that certain Indenture dated as of February 11, 2015 (the "*Indenture*" and, together with the Guarantees, collectively, the "*Opinion Documents*") by and among the Company, the Opinion Parties, the other guarantors party thereto and U.S. Bank National Association, as trustee, as contemplated by the Registration Rights Agreement dated as of September 21, 2015 by and among the Company, the Opinion Parties, the other guarantors party thereto, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC, as representatives of the several initial purchasers.

1. Definitions

Unless otherwise indicated, capitalized terms used herein but not otherwise defined herein shall have the meanings given to those terms in the Indenture. The following terms shall have the following meanings:

1.1 "*Applicable Law*" means those laws, rules and regulations of the State of Louisiana and the State of Mississippi that, in our experience, are normally applicable to transactions of the type contemplated by the Indenture. However, the term "*Applicable Laws*" does not include (a) any laws, rules or regulations of any county, municipality or similar political subdivision or any agency or instrumentality thereof and (b) any state or federal laws, rules or

regulations relating to: (i) pollution or protection of the environment; (ii) zoning, land use, building or construction; (iii) occupational safety and health or other similar matters; (iv) labor, employee rights and benefits, including the Employee Retirement Income Security Act of 1974, as amended; (v) antitrust and trade regulation; (vi) tax; (vii) securities or "blue sky" laws, including, without limitation, federal and state securities laws, rules or regulations; (viii) corrupt practices, including, without limitation, the Foreign Corrupt Practices Act of 1977; (ix) federal or state utility or energy regulation, including without limitation, the Federal Power Act and the Public Utility Regulatory Policy Act of 1978, as amended; (x) communication, telecommunication or similar matters; (xi) bank regulatory matters; (xii) the USA Patriot Act of 2001 and the rules, regulations and policies promulgated thereunder, or any foreign assets control regulations of the United States Treasury Department or any enabling legislation or orders relating thereto; (xiii) admiralty and maritime law; (xiv) usury; and (xv) copyrights, patents and trademarks, in each case with respect to each of the foregoing, (A) as interpreted, construed or enforced pursuant to any judicial, arbitral or other decision or pronouncement, (B) as enacted, promulgated or issued by, or otherwise existing in effect in, any jurisdiction, including, without limitation, any State of the United States of America and the United States of America and (C) including, without limitation, any and all authorizations, permits, consents, applications, licenses, approvals, filings, registrations, publications, exemptions and the like required by any of them.

1.2 "*Governmental Approval*" means any approval, authorization, consent, license, order or validation of, or filing, recording or registration with, any Governmental Authority pursuant to any Applicable Law.

1.3 "*Governmental Authority*" means any administrative, executive, judicial, legislative or regulatory body of the State of Louisiana or the State of Mississippi.

2. Documents Reviewed

In connection with this opinion letter, we have examined executed originals or copies, certified or otherwise identified to our satisfaction, of such documents as we have deemed necessary or appropriate as a basis for the opinions set forth herein, including, without limitation, the following:

2.1 the Registration Statement;

2.2 the Indenture;

2.3 the certificate of good standing of BRTC issued by the Louisiana Secretary of State dated September 8, 2015 (the "*BRTC Good Standing Certificate*");

2.4 the articles of incorporation of BRTC, as amended up to the date hereof (the "*BRTC Articles*");

2.5 the bylaws of BRTC, as amended up to the date hereof (the "*BRTC Bylaws*" and together with the BRTC Articles, the "*BRTC Constituent Documents*");

2.6 the resolutions of BRTC dated September 14, 2015, in connection with the authorization and approval of the execution, delivery and performance by BRTC of the Opinion Documents and its Guarantee provided pursuant thereto and all other documents related thereto;

2.7 the resolutions of BRTC dated February 11, 2015, in connection with the authorization and approval of the execution, delivery and performance by BRTC of the Indenture and its guarantee provided pursuant thereto and all other documents related thereto;

2.8 the certificate of good standing of each Mississippi Opinion Party issued by the Mississippi Secretary of State dated September 8, 2015 (collectively, the "*Mississippi Good Standing Certificates*");

2.9 the certificate of formation of each Mississippi Opinion Party, as amended up to the date hereof (collectively, the "*Mississippi Charters*");

2.10 the operating agreement of each Mississippi Opinion Party, as amended up to the date hereof (collectively, the "*Mississippi Operating Documents*" and together with the Mississippi Charters, the "*Mississippi Constituent Documents*");

2.11 the resolutions of each Mississippi Opinion Party dated September 14, 2015, in connection with the authorization and approval of the execution, delivery and performance by each Mississippi Opinion Party of the Opinion Documents and its Guarantee provided pursuant thereto and all other documents related thereto; and

2.12 the resolutions of each Mississippi Opinion Party dated February 5, 2015, in connection with the authorization and approval of the execution, delivery and performance by each Mississippi Opinion Party of the Indenture and its guarantee provided pursuant thereto and all other documents related thereto.

The BRTC Constituent Documents and the Mississippi Constituent Documents are hereinafter collectively referred to as the "*Constituent Documents*".

We have also examined originals, or copies certified or otherwise identified to our satisfaction as originals, of such agreements, documents, certificates, consents, corporate consents and statements of public officials and corporate officers and representatives and have made such investigations as we have deemed relevant and necessary in order to render the opinions contained herein. As to any facts material to our opinion, we have relied upon factual representations made in or pursuant to the Opinion Documents and the documents referred to therein by the various parties thereto, and, in addition, we have, when relevant facts were not independently established by us, relied, to the extent we deemed such reliance proper, upon a certificate or certificates or other written or oral advice of an official, officer, authorized representative or member of the particular governmental authority, corporation, firm or other person or entity concerned.

3. Assumptions

In our examination, we have assumed, with your permission and without independent verification:

3.1 the genuineness of all signatures on each of the documents examined by us;

3.2 the legal capacity as natural persons of all natural persons who have signed documents examined by us;

3.3 the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of all such copies;

3.4 the factual accuracy and completeness of (a) all records made available to us by the Opinion Parties, (b) all certificates submitted to us, and (c) each of the representations and warranties made in the Opinion Documents by each of the parties thereto;

3.5 that each party to the Opinion Documents, other than the Opinion Parties, is in good standing under its jurisdiction of organization and has all requisite power and authority to enter into and perform its respective obligations in connection with the transactions described in the Opinion Documents to which it is a party;

3.6 that the Opinion Documents have been duly authorized, executed and delivered by all parties thereto other than the Opinion Parties;

3.7 that the Opinion Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder, and that there are no agreements or understandings, written or oral, between or among any of the parties to the Opinion Documents that would modify or amend the terms thereof; and

3.8 that there has been no material mutual mistake of fact or misunderstanding, or fraud, duress or undue influence, in connection with the negotiation, execution, delivery or performance of the Opinion Documents.

4. Opinions

Based upon and subject to the foregoing and to the other qualifications and limitations stated herein, we are of the opinion that:

4.1 BRTC is a corporation validly existing and in good standing under the laws of the State of Louisiana.

4.2 Each Mississippi Opinion Party is a limited liability company validly existing and in good standing under the laws of the State of Mississippi.

4.3 Each Opinion Party has all requisite corporate or limited liability company, as applicable, power and authority to execute and deliver the Opinion Documents and to perform its obligations thereunder.

4.4 The execution, delivery and performance by each Opinion Party of each Opinion Document has been duly authorized by all requisite corporate or limited liability company, as applicable, action on the part of such Opinion Party.

4.5 Each Opinion Document has been duly executed and delivered by each Opinion Party.

4.6 The execution and delivery by each Opinion Party of the Opinion Documents do not, and the performance by each Opinion Party of its obligations under the Opinion Documents will not, result in any violation of: (a) any provision of the Constituent Documents of such Opinion Party; or (b) any Applicable Law by such Opinion Party.

4.7 No Governmental Approval is required to be obtained or taken by any Opinion Party to authorize, or is required in connection with, the execution and delivery by any Opinion Party of each Opinion Document or the performance by such Opinion Party of its obligations thereunder except: (a) such Government Approvals as have previously been obtained or taken; and (b) Governmental Approvals not required to consummate the transactions occurring on the date hereof but required to be obtained or taken after the date hereof (i) to enable any Opinion Party to comply with requirements of Applicable Law, including those required to maintain existence and, if applicable, good standing of such Opinion Party and (ii) in the ordinary course of business in connection with the performance by such Opinion Party of its obligations under certain covenants contained in the Opinion Documents.

5. Qualifications, Exceptions and Limitations.

The opinions expressed herein are subject to the following qualifications, exceptions and limitations:

5.1 Our opinions and statements expressed herein are restricted to matters governed by the laws of the State of Louisiana (with respect to BRTC) and the State of Mississippi (with respect to the Mississippi Opinion Parties).

5.2 For purposes of the opinion in Section 4.1, we have relied exclusively upon the BRTC Good Standing Certificates and such opinion is not intended to provide any conclusion or assurance beyond that conveyed by such certificate.

5.3 For purposes of the opinion in Section 4.2, we have relied exclusively upon the Mississippi Good Standing Certificates and such opinion is not intended to provide any conclusion or assurance beyond that conveyed by such certificates.

5.4 We are expressing no opinion with respect to any document other than those portions of the Indenture to which the Opinion Parties are bound, and are expressing no opinion as to the validity or enforceability of any document.

5.5 We express no opinion with respect to the accuracy, completeness or sufficiency of any information contained in any filings with the Commission or any state securities regulatory agency, including the Registration Statement.

5.6 This opinion letter is limited to the matters expressly set forth herein, and no opinion is to be implied or may be inferred beyond the matters expressly so stated.

5.7 The opinions expressed in this opinion letter are as of the date hereof and are rendered solely in connection with the transactions contemplated herein, and we express no opinion regarding, nor do we assume any obligation to update or supplement our opinions to reflect any facts or circumstances that may come to our attention or any change in law, circumstances or events that may occur or become effective at a later date.

This opinion letter is furnished to the addressees of this opinion letter in connection with the filing of the Registration Statement and is not to be used, circulated, quoted or otherwise relied on for any other purpose. This opinion letter is rendered solely for the benefit of the addressees of this opinion letter and such other persons as are entitled to rely on it pursuant to the applicable provisions of the Securities Act and may not be relied upon by any other person without our written consent.

We hereby consent to the filing of this opinion as Exhibit 5.10 to the Registration Statement and to the use of our name under the caption "Legal Matters" in the prospectus included in such Registration Statement. In giving this consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules or regulations of the Commission thereunder.

Very truly yours,

/s/ Jones Walker LLP

EXHIBIT 5.11

[LETTERHEAD OF HUSCH BLACKWELL LLP]

October 9, 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 $275,000,000 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 $275,000,000 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 October 9, 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 September 21, 2015 among the Company, the Clients, the other guarantors party thereto, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and Jeffries LLC;
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 October 9, 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 September 14, 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 September 14, 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 September 14, 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 September 14, 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 September 8, 2015 (the "MP Good Standing");

19. That certain Certificate of Good Standing issued by the SOS with respect to McCallum Group dated September 8, 2015 (the "MG Good Standing");

20. That certain Certificate of Good Standing issued by the SOS with respect to Webster dated September 8, 2015 (the "Webster Good Standing"); and

21. That certain Certificate of Good Standing issued by the SOS with respect to Austin dated September 8, 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. 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,

/s/ HUSCH BLACKWELL LLP

HUSCH BLACKWELL LLP

EXHIBIT 5.12

[Letterhead of Karell Dyre Haney PLLP]

ALLAN KARELL
DD Phone: 406.294.8481
akarell@kdhlawfirm.com

October 9, 2015

Kids Behavioral Health of Montana, Inc.
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Re: Exchange Offer — $275,000,000.00 Aggregate Principal Amount of 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 $275,000,000 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 October 9, 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 September 8, 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 February 11, 2015, 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;

E. A Certificate of the Montana Guarantor dated as of October 9, 2015, 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 issuance of the Guarantee (the "Resolutions");

F. A copy of the Indenture;

G. A copy of the Registration Statement; and

H. A copy of the Registration Rights Agreement dated September 21, 2015, by and among the Company, the Guarantors, and the Initial Purchasers (the "Registration Rights Agreement").

The documents identified in F-H 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.

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]

October 9, 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 $275,000,000 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 October 9, 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 Ohio 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, 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 September 21, 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	October 9, 2015	September 8, 2015 (with bring down confirmation by CT Corporation as of September 17, 2015)
Ohio Hospital for Psychiatry, LLC	October 9, 2015	September 8, 2015 (with bring down confirmation by CT Corporation as of September 17, 2015)
Shaker Clinic, LLC	October 9, 2015	September 8, 2015 (with bring down confirmation by CT Corporation as of September 17, 2015)
Ten Lakes Center, LLC	October 9, 2015	September 8, 2015 (with bring down confirmation by CT Corporation as of September 17, 2015)

EXHIBIT 5.14

[LETTERHEAD OF MCAFEE & TAFT A PROFESSIONAL CORPORATION]

October 9, 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 October 9, 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 September 21, 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 September 8, 2015;

(vi) Operating Agreement of Rolling Hills Hospital, LLC as certified by the Secretary of Rolling Hills Hospital, LLC as of October 9, 2015;

(vii) Resolutions of the sole member of Rolling Hills Hospital, LLC as certified by the Secretary of Rolling Hills Hospital, LLC as of September 14, 2015; and

(viii) Secretary's Certificate of the Guarantors dated as of October 9, 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. 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]

October 9, 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 $275,000,000 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 October 9, 2015, under the Securities Act of 1933, as amended. 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, 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.

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]

October 9, 2015

Southwood Psychiatric Hospital, LLC
White Deer Realty, Ltd.
White Deer Run, Inc.

c/o Acadia Healthcare Company, Inc.
6100 Tower Circle, Suite 1000
Franklin, TN 37067

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 $275,000,000 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 October 9, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The Exchange Notes and the Exchange 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 "Exchange Guarantees"), along with other guarantors under the Indenture. The Notes are subject to a registration rights agreement dated September 21, 2015 (the "Registration Rights Agreement").

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 September 8, 2015, issued by the Secretary of the Commonwealth with respect to Southwood;
2. A Certificate of Good Standing dated September 8, 2015, issued by the Secretary of the Commonwealth with respect to White Deer Realty;
3. A Certificate of Good Standing dated September 8, 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 resolutions of the Guarantors under the Indenture authorizing the issuance of the Exchange Notes;
8. The Indenture;
9. The Registration Statement; and
10. The Registration Rights Agreement dated as of September 21, 2015, among the Company, Pennsylvania Guarantors, the other guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

Items 1 through 7 above are collectively referred to as the "Organizational Documents" and Items 8 through 10 above are collectively referred to as the "Transaction 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 Transaction Documents, and we express no opinion with respect to the Organizational Documents or the Transaction 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 Transaction 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 resolutions of each of the Pennsylvania Guarantors. We express no opinion regarding the enforceability of the Transaction 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, and 3 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 Transaction 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 Exchange Guarantees;

C. The Pennsylvania Guarantors have duly authorized, executed and delivered the Indenture and have duly authorized the Exchange Guarantees;

D. To our knowledge, the execution and delivery of the Indenture and the Exchange Guarantees by the Pennsylvania Guarantors and the performance by the Pennsylvania Guarantors of their obligations under the Indenture and the Exchange 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 Exchange 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 Exchange 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.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission as Exhibit 5.16 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/ Meyer, Unkovic & Scott LLP

Meyer, Unkovic & Scott LLP

Exhibit 5.17

[LETTERHEAD OF NELSON MULLINS RILEY AND SCARBOROUGH LLP]

October 9, 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 $275,000,000 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 October 9, 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 September 21, 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 September 8, 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.

6. No consents or approvals of, and no filings with, any governmental authority of the State are necessary for the execution and delivery of the Indenture or the Guarantee by the Guarantor and the consummation of the transactions contemplated thereby by the Guarantor other than as may be required under applicable securities laws for which we express no opinion.

The foregoing opinions are further limited by the following assumptions, limitations and qualifications:

1. We express no opinion as to any tax, insolvency, consumer, privacy, labor and employment, pension and employee benefit, anti-terrorism, criminal, anti-trust, anti-tying, unfair trade practices and competition, intellectual property, letter of credit, securities or "blue sky"

laws, rules or regulations of any jurisdiction or laws, rules or regulations governing or relating to health care. We express no opinion as to compliance by any parties to the transaction with respect to any fiduciary duty or any regulatory requirements applicable to the subject transactions because of the nature of their business.

2. Our advice on every legal issue addressed in this letter is based exclusively on the internal law of the State of South Carolina and represents our opinion as to how that issue would be resolved were it to be considered by the highest court in the jurisdiction which enacted such law. The manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. None of the opinions or other advice contained in this letter considers or covers any foreign, federal or state securities (or "blue sky") laws or regulations.

3. We express no opinion regarding title to, the location of, or the perfection or priority of any security interest or lien in, on or against any property (whether real or personal, tangible or intangible).

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. The legal opinions expressed herein are an expression of professional judgment and not a guaranty of any result.

This opinion is given as of the date hereof based upon existing facts and law and is subject to changes therein. We are under no obligation, and do not undertake any obligation to update or revise the opinions set forth herein for any reason including, without limitation, facts or laws subsequently becoming known to us which cause such opinions to be inaccurate or incomplete.

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.

/s/ NELSON MULLINS RILEY & SCARBOROUGH, LLP

NELSON MULLINS RILEY & SCARBOROUGH, LLP

EXHIBIT 5.18

[LETTERHEAD OF MCGUIRE, CRADDOCK & STROTHER, P.C.]

October 9, 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 $275,000,000.00 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 October 9, 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 September 21, 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) this opinion may be filed with the Commission as **Exhibit 5.18** to the Registration Statement; and (b) 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 September 8, 2015, issued by the Secretary of State of Texas with respect to Riverview.
4. Certificate of Franchise Tax Account Status dated September 14, 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 September 8, 2015, issued by the Secretary of State of Texas with respect to Texarkana.
8. Certificate of Franchise Tax Account Status dated September 14, 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 September 8, 2015, issued by the Secretary of State of Texas with respect to Sheltered.
12. Certificate of Franchise Tax Account Status dated September 14, 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 October 9, 2015 (the "Secretary's Certificate"), and the attachments thereto regarding the Texas Guarantors.

EXHIBIT 5.19

[LETTERHEAD OF LINDQUIST & VENNUM LLP]

October 9, 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 $275,000,000 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 October 9, 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 September 21, 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 October 9, 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). 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,

/S/ LINDQUIST & VENNUM LLP

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,					Six Months Ended June 30,	
	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	$ 58,158	$ 70,560
Fixed charges, exclusive of capitalized interest (a)	1,018	10,338	31,360	39,281	50,758	20,576	53,055
Earnings	$8,176	$(28,128)	$64,189	$108,526	$176,912	$ 78,734	$ 123,615
FIXED CHARGES:							
Interest charged to expense (b)	$ 760	$ 9,223	$29,792	$ 37,271	$ 48,318	$ 19,444	$ 50,236
Interest portion of rent expense (c)	258	1,115	1,568	2,010	2,440	1,132	2,819
Fixed charges, exclusive of capitalized interest	1,018	10,338	31,360	39,281	50,758	20,576	53,055
Capitalized interest	—	—	—	—	—	—	—
Total fixed charges	$1,018	$ 10,338	$31,360	$ 39,281	$ 50,758	$ 20,562	$ 52,973
Ratio of earnings to fixed charges	8.03x	n/a	2.05x	2.76x	3.49x	3.83x	2.33x
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
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	
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
Manor Hall Specialists Care Partnerships Limited	England and Wales
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 Limited	England and Wales

Name of Subsidiary *(including dba name, if applicable)*	**Jurisdiction of Incorporation or Organization**
Partnerships in Care 1 Limited	England and Wales
Partnerships in Care (Albion) Limited	England and Wales
Partnerships in Care (Bromley Road) Limited	England and Wales
Partnerships in Care (Brunswick) Limited	England and Wales
Partnerships in Care (Beverley) Limited	England and Wales
Partnerships in Care (Cardiff) Limited	England and Wales
Partnerships in Care (Irydene) Limited	England and Wales
Partnerships in Care (Oak Vale) Holding Company Limited	England and Wales
Partnerships in Care (Oak Vale) Limited	England and Wales
Partnerships in Care (Oak Vale) Property Holding Company Limited	England and Wales
Partnerships in Care (Pastoral) Limited	England and Wales
Partnerships in Care (Rhondda) Limited	England and Wales
Partnerships in Care (Nelson) Limited	England and Wales
Partnerships in Care (Scotland) Limited	England and Wales
Partnerships in Care (Schools) Limited	England and Wales
Partnerships in Care (Vancouver) Holding Company Limited	England and Wales
Partnerships in Care (Vancouver) Limited	England and Wales
Partnerships in Care (Vancouver) Property Holding Company Limited	England and Wales
Partnerships in Care Investments 1 Limited	England and Wales
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
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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 26 Limited	England and Wales
Partnerships in Care Property 27 Limited	England and Wales
Partnerships in Care Property 28 Limited	England and Wales
Partnerships in Care Property 29 Limited	England and Wales
Partnerships in Care Property 30 Limited	England and Wales

Name of Subsidiary *(including dba name, if applicable)*	**Jurisdiction of Incorporation or Organization**
Partnership in Care Property 31 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
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	Delaware
dba Piney Ridge Treatment Center	
dba Piney Ridge Center	
dba Ridgeview Group Home	
Pomegranate Acquisition Sub, LLC	Delaware
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	Mississippi
dba Millcreek of Magee	
dba Millcreek of Pontotoc	
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 Facilityd	
ba 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	

Name of Subsidiary *(including dba name, if applicable)*	**Jurisdiction of Incorporation or Organization**
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	
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 Manor Clinic Limited	England and Wales
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

Name of Subsidiary *(including dba name, if applicable)*	**Jurisdiction of Incorporation or Organization**
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	
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	

Name of Subsidiary *(including dba name, if applicable)*	**Jurisdiction of Incorporation or Organization**
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 caption “Experts” in the Registration Statement (Form S-4) and related Prospectus of Acadia Healthcare Company, Inc. for the registration of $275,000,000 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
October 9, 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
9 October 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
October 9, 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
October 9, 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 **45-24992228**
(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 June 30, 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 30th of September, 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, July 3, 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, July 3, 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: September 30, 2015

By: /s/ Wally Jones
Wally Jones
Vice President

Exhibit 7
U.S. Bank National Association
Statement of Financial Condition
As of 6/30/2015

($000's)

	6/30/2015
Assets	
Cash and Balances Due From Depository Institutions	$ 17,896,807
Securities	102,874,924
Federal Funds	53,692
Loans & Lease Financing Receivables	252,013,047
Fixed Assets	4,310,148
Intangible Assets	13,076,832
Other Assets	23,776,797
Total Assets	**$414,002,247**
Liabilities	
Deposits	$307,828,983
Fed Funds	1,465,991
Treasury Demand Notes	0
Trading Liabilities	885,507
Other Borrowed Money	46,539,645
Acceptances	0
Subordinated Notes and Debentures	3,650,000
Other Liabilities	11,984,151
Total Liabilities	**$372,354,277**
Equity	
Common and Preferred Stock	18,200
Surplus	14,266,400
Undivided Profits	26,502,086
Minority Interest in Subsidiaries	861,284
Total Equity Capital	**$ 41,647,970**
Total Liabilities and Equity Capital	**$414,002,247**

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
issued on September 21, 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.

The Exchange Agent for the Exchange Offer is:

U.S. Bank National Association

By Registered or Certified Mail, Hand Delivery or Overnight Courier:	*Facsimile Transmission:*
	(for eligible institutions only)
U.S. Bank National Association	(651) 495-8158
60 Livingston Avenue	
St. Paul, MN 55107	*Confirm by Telephone:*
Attention: Specialized Finance Department	(800) 934-6802

Delivery of this Letter of Transmittal to an address other than as set forth above or transmission of this Letter of Transmittal via a facsimile transmission to a number other than as set forth above will not constitute a valid delivery.

The undersigned acknowledges receipt of the prospectus, dated [ ], 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 $275,000,000 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 issued on September 21, 2015 (together with the guarantees thereof, the "Outstanding Notes"), of the Issuer. The CUSIP numbers for the Outstanding Notes are U00434 AE7 and 00404A AK5.

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 September 21, 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) ▶ _____
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) ▶

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 ▶** | **Date ▶**

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 purposes, 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 a 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, rents, 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.

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 your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
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.

Specific 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.

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 purposes, 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)(i)

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)(i)

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 disregarded 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 filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
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 filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(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
issued on September 21, 2015

This form or one substantially equivalent hereto must be used by registered holders of outstanding 5.625% Senior Notes due 2023 issued on September 21, 2015 (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
issued on September 21, 2015

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 $275,000,000 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 on September 21, 2015, 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
issued on September 21, 2015

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 $275,000,000 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 on September 21, 2015, 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: _____