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As filed with the Securities and Exchange Commission on April 1, 2011

Registration No. 333-

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

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

UNIVERSAL HEALTH SERVICES, INC.

and the Subsidiary Guarantors listed on the
Table of Additional Registrants*
(Exact name of registrant as specified in its charter)

Delaware	8062	23-2077891
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

Universal Corporate Center
367 South Gulph Road
King of Prussia, Pennsylvania 19406
(610) 768-3300
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Alan B. Miller
Chairman of the Board and Chief Executive Officer
Universal Health Services, Inc.
Universal Corporate Center
367 South Gulph Road
King of Prussia, Pennsylvania 19406
(610) 768-3300
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Warren J. Nimetz, Esq.
Manuel G. Rivera, Esq.
Fulbright & Jaworski L.L.P.
666 Fifth Avenue
New York, New York 10103
(212) 318-3000

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after the effectiveness of this registration statement.

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, please 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, please 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 the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

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 (1)
7% Senior Notes due 2018	$250,000,000	100%	$250,000,000	$29,025
Guarantees of 7% Senior Notes due 2018 (2)	(3)	(3)	(3)	None (4)

(1) Calculated pursuant to Rule 457(f)(2) under the Securities Act of 1933.
(2) The Additional Registrants listed in the Table of Additional Registrants below will guarantee the payment of the 7% Senior Notes due 2018.
(3) No separate consideration will be received for the guarantees.
(4) Pursuant to Rule 457(n) of the Securities Act of 1933, no separate registration fee is required for the guarantees.

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 the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

* Includes certain subsidiaries of Universal Health Services, Inc. identified on the Table of Additional Registrants beginning on the following page.

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TABLE OF ADDITIONAL REGISTRANTS(1)

Exact Name of Registrant Subsidiary Guarantor	State or Other Jurisdiction of Incorporation or Formation	IRS Employer Identification Number	Primary Industrial Classification Code
AIKEN REGIONAL MEDICAL CENTERS, INC.	SC	23-2791808	8062
ALLIANCE HEALTH CENTER, INC.	MS	64-0777521	8093
ALTERNATIVE BEHAVIORAL SERVICES, INC.	VA	54-1757063	8093
ASSOCIATED CHILD CARE EDUCATIONAL SERVICES, INC.	CA	68-0227018	8093
ATLANTIC SHORES HOSPITAL, LLC	DE	20-3788069	8093
AUBURN REGIONAL MEDICAL CENTER, INC.	WA	51-0263246	8062
BEHAVIORAL HEALTHCARE LLC	DE	62-1516830	8093
BENCHMARK BEHAVIORAL HEALTH SYSTEM, INC.	UT	93-0893928	8093
BHC ALHAMBRA HOSPITAL, INC.	TN	62-1658521	8093
BHC BELMONT PINES HOSPITAL, INC.	TN	62-1658523	8093
BHC FAIRFAX HOSPITAL, INC.	TN	62-1658528	8093
BHC FOX RUN HOSPITAL, INC.	TN	62-1658531	8093
BHC FREMONT HOSPITAL, INC.	TN	62-1658532	8093
BHC HEALTH SERVICES OF NEVADA, INC.	NV	88-0300031	8093
BHC HERITAGE OAKS HOSPITAL, INC.	TN	62-1658494	8093
BHC HOLDINGS, INC.	DE	92-0189593	8093
BHC INTERMOUNTAIN HOSPITAL, INC.	TN	62-1658493	8093
BHC MESILLA VALLEY HOSPITAL, LLC	DE	20-2612295	8093
BHC MONTEVISTA HOSPITAL, INC.	NV	88-0299907	8093
BHC NORTHWEST PSYCHIATRIC HOSPITAL, LLC	DE	20-0085660	8093
BHC OF INDIANA, GENERAL PARTNERSHIP	TN	62-1780700	8093
BHC PINNACLE POINTE HOSPITAL, INC.	TN	62-1658502	8093
BHC PROPERTIES, LLC	TN	62-1660875	8093
BHC SIERRA VISTA HOSPITAL, INC.	TN	62-1658512	8093
BHC STREAMWOOD HOSPITAL, INC.	TN	62-1658515	8093
BRENTWOOD ACQUISITION, INC.	TN	20-0773985	8093
BRENTWOOD ACQUISITION-SHREVEPORT, INC.	DE	20-0474854	8093
BRYNN MARR HOSPITAL, INC.	NC	56-1317433	8093
CANYON RIDGE HOSPITAL, INC.	CA	20-2935031	8093
CCS/LANSING, INC.	MI	62-1681824	8093
CEDAR SPRINGS HOSPITAL, INC.	DE	74-3081810	8093
CHILDREN'S COMPREHENSIVE SERVICES, INC.	TN	62-1240866	8093
COLUMBUS HOSPITAL PARTNERS, LLC	TN	62-1664739	8093
CUMBERLAND HOSPITAL PARTNERS, LLC	DE	26-1871761	8093
CUMBERLAND HOSPITAL, LLC	VA	02-0567575	8093
DEL AMO HOSPITAL, INC.	CA	23-2646424	8093
EMERALD COAST BEHAVIORAL HOSPITAL, LLC	DE	27-0720873	8093
FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH	VA	54-1414205	8093
FIRST HOSPITAL PANAMERICANO, INC.	PR	66-0490148	8093
FORT DUNCAN MEDICAL CENTER, L.P.	DE	23-3044530	8062
FRONTLINE BEHAVIORAL HEALTH, INC.	DE	72-1539453	8093
FRONTLINE HOSPITAL, LLC	DE	72-1539530	8093
FRONTLINE RESIDENTIAL TREATMENT CENTER, LLC	DE	72-1539254	8093
GREAT PLAINS HOSPITAL, INC.	MO	43-1328523	8093
H.C. CORPORATION	AL	63-0870528	8093
H.C. PARTNERSHIP	AL	63-0862148	8093
HAVENWYCK HOSPITAL INC.	MI	38-2409580	8093
HHC AUGUSTA, INC.	GA	20-3854156	8093
HHC CONWAY INVESTMENT, INC.	SC	20-3854265	8093
HHC DELAWARE, INC.	DE	20-3854210	8093
HHC FOCUS FLORIDA, INC.	FL	20-3798265	8093
HHC PENNSYLVANIA, LLC	DE	20-5353753	8093
HHC POPLAR SPRINGS, INC.	VA	20-0959684	8093
HHC RIVER PARK, INC.	WV	20-2652863	8093
HHC ST. SIMONS, INC.	GA	20-3854107	8093
HICKORY TRAIL HOSPITAL, L.P.	DE	20-4976326	8093
HOLLY HILL HOSPITAL, LLC	TN	62-1692189	8093
HORIZON HEALTH CORPORATION	DE	75-2293354	8093
HORIZON HEALTH HOSPITAL SERVICES, LLC	DE	20-3798133	8093

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Exact Name of Registrant Subsidiary Guarantor	State or Other Jurisdiction of Incorporation or Formation	IRS Employer Identification Number	Primary Industrial Classification Code
HORIZON MENTAL HEALTH MANAGEMENT, LLC	TX	36-3709746	8093
HSA HILL CREST CORPORATION	AL	95-3900761	8093
KEYS GROUP HOLDINGS LLC	DE	62-1863023	8093
KEYSTONE CONTINUUM, LLC	TN	48-1274107	8093
KEYSTONE EDUCATION AND YOUTH SERVICES, LLC	TN	62-1842126	8093
KEYSTONE MARION, LLC	VA	74-3108285	8093
KEYSTONE NEWPORT NEWS, LLC	VA	32-0066225	8093
KEYSTONE NPS LLC	CA	68-0520286	8093
KEYSTONE RICHLAND CENTER, LLC	OH	48-1274207	8093
KEYSTONE WSNC, L.L.C.	NC	20-1943356	8093
KEYSTONE MEMPHIS, LLC	TN	62-1837606	8093
KEYSTONE/CCS PARTNERS LLC	DE	73-1657607	8093
KIDS BEHAVIORAL HEALTH OF UTAH, INC.	UT	62-1681825	8093
KINGWOOD PINES HOSPITAL, LLC	TX	73-1726285	8093
KMI ACQUISITION, LLC	DE	20-5048153	8093
LA AMISTAD RESIDENTIAL TREATMENT CENTER, LLC	FL	58-1791069	8093
LANCASTER HOSPITAL CORPORATION	CA	95-3565954	8062
LAUREL OAKS BEHAVIORAL HEALTH CENTER, INC.	DE	52-2090040	8093
LEBANON HOSPITAL PARTNERS, LLC	TN	62-1664738	8093
MANATEE MEMORIAL HOSPITAL, L.P.	DE	23-2798290	8062
MCALLEN HOSPITALS, L.P.	DE	23-3069260	8062
MCALLEN MEDICAL CENTER, INC.	DE	23-3069210	8062
MERION BUILDING MANAGEMENT, INC.	DE	23-2309517	1542
MERRIDELL ACHIEVEMENT CENTER, INC.	TX	74-1655289	8093
MICHIGAN PSYCHIATRIC SERVICES, INC.	MI	38-2423002	8093
NEURO INSTITUTE OF AUSTIN, L.P.	TX	56-2274069	8093
NORTH SPRING BEHAVIORAL HEALTHCARE, INC.	TN	20-1215130	8093
NORTHERN INDIANA PARTNERS, LLC	TN	62-1664737	8093
NORTHWEST TEXAS HEALTHCARE SYSTEM, INC.	TX	23-2238976	8062
OAK PLAINS ACADEMY OF TENNESSEE, INC.	TN	62-1725123	8093
OCALA BEHAVIORAL HEALTH, LLC	DE	32-0235544	8093
PALMETTO BEHAVIORAL HEALTH HOLDINGS, LLC	DE	22-3600673	8093
PALMETTO BEHAVIORAL HEALTH SYSTEM, L.L.C.	SC	57-1101379	8093
PALMETTO LOWCOUNTRY BEHAVIORAL HEALTH, L.L.C.	SC	57-1101380	8093
PARK HEALTHCARE COMPANY	TN	62-1166882	8093
PENDLETON METHODIST HOSPITAL, L.L.C.	DE	75-3128254	8062
PENNSYLVANIA CLINICAL SCHOOLS, INC.	PA	62-1735966	8093
PREMIER BEHAVIORAL SOLUTIONS OF FLORIDA, INC.	DE	65-0816927	8093
PREMIER BEHAVIORAL SOLUTIONS, INC.	DE	63-0857352	8093
PSI SURETY, INC.	SC	42-1565042	8093
PSJ ACQUISITION, LLC	ND	26-4314533	8093
PSYCHIATRIC SOLUTIONS HOSPITALS, LLC	DE	62-1658476	8093
PSYCHIATRIC SOLUTIONS OF VIRGINIA, INC.	TN	62-1732340	8093
PSYCHIATRIC SOLUTIONS, INC.	DE	23-2491707	8093
RAMSAY MANAGED CARE, LLC	DE	72-1249464	8093
RAMSAY YOUTH SERVICES OF GEORGIA, INC.	DE	35-2174803	8093
RIVER OAKS, INC.	LA	72-0687735	8093
RIVEREDGE HOSPITAL HOLDINGS, INC.	DE	22-3682759	8093
ROLLING HILLS HOSPITAL, LLC	TN	20-5566098	8093
SAMSON PROPERTIES, LLC	FL	59-3653863	8093
SHADOW MOUNTAIN BEHAVIORAL HEALTH SYSTEM, LLC	DE	43-2001465	8093
SHC-KPH, LP	TX	73-1726290	8093
SOUTHEASTERN HOSPITAL CORPORATION	TN	62-1606554	8093
SP BEHAVIORAL, LLC	FL	20-5202539	8093
SPARKS FAMILY HOSPITAL, INC.	NV	88-0159958	8062
SPRINGFIELD HOSPITAL, INC.	DE	26-0388272	8093
STONINGTON BEHAVIORAL HEALTH, INC.	DE	20-0687971	8093
SUMMIT OAKS HOSPITAL, INC.	NJ	20-1021210	8093
SUNSTONE BEHAVIORAL HEALTH, LLC	TN	80-0051894	8093
TBD ACQUISITION, LLC	DE	20-5048087	8093
TBJ BEHAVIORAL CENTER, LLC	DE	20-4865566	8093

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Exact Name of Registrant Subsidiary Guarantor	State or Other Jurisdiction of Incorporation or Formation	IRS Employer Identification Number	Primary Industrial Classification Code
TENNESSEE CLINICAL SCHOOLS, LLC	TN	62-1715237	8093
TEXAS CYPRESS CREEK HOSPITAL, L.P.	TX	62-1864266	8093
TEXAS HOSPITAL HOLDINGS, INC.	DE	62-1871091	8093
TEXAS LAUREL RIDGE HOSPITAL, L.P.	TX	43-2002326	8093
TEXAS SAN MARCOS TREATMENT CENTER, L.P.	TX	43-2002231	8093
TEXAS WEST OAKS HOSPITAL, L.P.	TX	62-1864265	8093
THE ARBOUR, INC.	MA	23-2238962	8093
THE BRIDGEWAY, INC.	AR	23-2238973	8093
THE NATIONAL DEAF ACADEMY, LLC	FL	59-3653865	8093
THE PINES RESIDENTIAL TREATMENT CENTER, INC.	VA	54-1465094	8093
THREE RIVERS BEHAVIORAL HEALTH, LLC	SC	57-1106645	8093
THREE RIVERS HEALTHCARE GROUP, LLC	SC	20-3842446	8093
TOLEDO HOLDING CO., LLC	DE	27-0607591	8093
TURNING POINT CARE CENTER, INC.	GA	58-1534607	8093
TWO RIVERS PSYCHIATRIC HOSPITAL, INC.	DE	23-2279129	8093
UHS CHILDREN SERVICES, INC.	DE	20-3577381	8093
UHS HOLDING COMPANY, INC.	NV	23-2367472	8062
UHS KENTUCKY HOLDINGS, L.L.C.	DE	20-5396036	8093
UHS OF ANCHOR, L.P.	DE	23-3044975	8093
UHS OF BENTON, INC.	DE	20-0930981	8093
UHS OF BOWLING GREEN, LLC	DE	20-0931121	8093
UHS OF CENTENNIAL PEAKS, L.L.C.	DE	26-3973154	8093
UHS OF CORNERSTONE HOLDINGS, INC.	DE	20-3184635	8062
UHS OF CORNERSTONE, INC.	DE	20-3184613	8062
UHS OF D.C., INC.	DE	23-2896723	8062
UHS OF DELAWARE, INC.	DE	23-2369986	8062
UHS OF DENVER, INC.	DE	20-5227927	8093
UHS OF DOVER, L.L.C.	DE	20-5093162	8093
UHS OF DOYLESTOWN, L.L.C.	DE	20-8179692	8093
UHS OF FAIRMOUNT, INC.	DE	23-3044432	8093
UHS OF FULLER, INC.	MA	23-2801395	8093
UHS OF GEORGIA HOLDINGS, INC.	DE	23-3044428	8062
UHS OF GEORGIA, INC.	DE	23-3044429	8093
UHS OF GREENVILLE, INC.	DE	23-3044427	8093
UHS OF HAMPTON, INC.	NJ	23-2985430	8093
UHS OF HARTGROVE, INC.	IL	23-2983574	8093
UHS OF LAKESIDE, LLC	DE	23-3044425	8093
UHS OF LAUREL HEIGHTS, L.P.	DE	23-3045288	8093
UHS OF NEW ORLEANS, INC.	LA	72-0802368	8093
UHS OF OKLAHOMA, INC.	OK	23-3041933	8093
UHS OF PARKWOOD, INC.	DE	23-3044435	8093
UHS OF PEACHFORD, L.P.	DE	23-3044978	8093
UHS OF PENNSYLVANIA, INC.	PA	23-2842434	8093
UHS OF PROVO CANYON, INC.	DE	23-3044423	8093
UHS OF PUERTO RICO, INC.	DE	23-2937744	8093
UHS OF RIDGE, LLC	DE	23-3044431	8093
UHS OF RIVER PARISHES, INC.	LA	23-2238966	8062
UHS OF ROCKFORD, LLC	DE	23-3044421	8093
UHS OF SALT LAKE CITY, L.L.C.	DE	26-0464201	8093
UHS OF SAVANNAH, L.L.C.	DE	20-0931196	8093
UHS OF SPRING MOUNTAIN, INC.	DE	20-0930346	8093
UHS OF SPRINGWOODS, L.L.C.	DE	20-5395878	8093
UHS OF SUMMITRIDGE, L.L.C.	DE	26-2203865	8093
UHS OF TEXOMA, INC.	DE	20-5908627	8062
UHS OF TIMBERLAWN, INC.	TX	23-2853139	8093
UHS OF TIMPANOGOS, INC.	DE	20-3687800	8093
UHS OF WESTWOOD PEMBROKE, INC.	MA	23-3061361	8093
UHS OF WYOMING, INC.	DE	20-3367209	8093
UHS OKLAHOMA CITY LLC	OK	20-2901605	8093
UHS SAHARA, INC.	DE	20-3955217	8093
UHS-CORONA, INC.	DE	52-1247839	8062

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Exact Name of Registrant Subsidiary Guarantor	State or Other Jurisdiction of Incorporation or Formation	IRS Employer Identification Number	Primary Industrial Classification Code
UNITED HEALTHCARE OF HARDIN, INC.	TN	62-1244469	8093
UNIVERSAL HEALTH SERVICES OF PALMDALE, INC.	DE	23-3101502	8062
UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC.	CA	23-3059262	8062
UNIVERSITY BEHAVIORAL, LLC	FL	20-5202458	8093
VALLE VISTA HOSPITAL PARTNERS, LLC	TN	62-1658516	8093
VALLE VISTA, LLC	DE	62-1740366	8093
VALLEY HOSPITAL MEDICAL CENTER, INC.	NV	23-2117855	8062
WEKIVA SPRINGS CENTER, LLC	DE	20-4865588	8093
WELLINGTON REGIONAL MEDICAL CENTER, INCORPORATED	FL	23-2306491	8062
WELLSTONE REGIONAL HOSPITAL ACQUISITION, LLC	IN	20-3062075	8093
WILLOW SPRINGS, LLC	DE	62-1814471	8093
WINDMOOR HEALTHCARE INC.	FL	23-2922437	8093
WINDMOOR HEALTHCARE OF PINELLAS PARK, INC.	DE	59-3480410	8093
ZEUS ENDEAVORS, LLC	FL	59-3653864	8093

(1) Address and telephone number of the principal executive office of each Additional Registrant are the same as those of Universal Health Services, Inc.

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED APRIL 1, 2011

PROSPECTUS

UNIVERSAL HEALTH SERVICES, INC.

OFFER TO EXCHANGE

$250,000,000 PRINCIPAL AMOUNT OF ITS 7% SENIOR NOTES DUE 2018
WHICH HAVE BEEN REGISTERED
UNDER THE SECURITIES ACT OF 1933, AS AMENDED

FOR

ANY AND ALL OF ITS OUTSTANDING 7% SENIOR NOTES DUE 2018

The exchange offer will expire at 5:00 p.m., New York City time, on , 2011,
unless we extend the exchange offer in our sole and absolute discretion

Terms of the Exchange Offer:

- We are offering to exchange any and all of our outstanding 7% senior notes due 2018, which we refer to as "outstanding notes," for $250,000,000 principal amount of substantially identical notes that have been registered under the Securities Act and are freely tradable, which we refer to as "exchange notes."
- The outstanding notes were issued by our former subsidiary, UHS Escrow Corporation, on September 29, 2010. UHS Escrow Corporation merged into us, and we assumed its obligations under the outstanding notes and the related indenture on November 15, 2010. The exchange notes will represent the same debt as the outstanding notes and we will issue the exchange notes under the same indenture.
- We are making the exchange offer to satisfy your registration rights, as a holder of outstanding notes.
- We will exchange all outstanding notes that you validly tender and do not validly withdraw before the exchange offer expires for an equal principal amount of exchange notes.
- The exchange offer expires at 5:00 p.m., New York City time, on , 2011, unless extended.
- Tenders of outstanding notes may be withdrawn at any time prior to the expiration of the exchange offer.
- We will not receive any cash proceeds from the exchange offer.
- The exchange of exchange notes for outstanding notes will not be a taxable event for U.S. federal income tax purposes.
- We do not intend to list the exchange notes on any securities exchange or arrange for them to be quoted on any quotation system.
- Broker-dealers receiving exchange notes in exchange for outstanding notes acquired for their own account through market-making or other trading activities must deliver a prospectus in any resale of the exchange notes.

You should carefully consider the risk factors beginning on page 15 of this prospectus before participating in the exchange offer.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2011

This prospectus is part of a registration statement we filed with the Securities and Exchange Commission. We are submitting this prospectus to holders of outstanding notes so that they can consider exchanging the outstanding notes for exchange notes. You should rely only on the information contained or incorporated by reference in this prospectus and in the accompanying transmittal documents. We have not authorized anyone to provide you with any other information. We are not making an offer to sell these securities or soliciting an offer to buy these securities in any jurisdiction where an offer or solicitation is not authorized or in which the person making that offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make an offer or solicitation. You should not assume that the information contained in this prospectus, as well as the information we previously filed with the Securities and Exchange Commission that is incorporated by reference herein, is accurate as of any date other than its respective date.

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This prospectus incorporates important business and financial information about us that is not included in or delivered with this prospectus. Such information is available without charge to holders of the outstanding notes upon written or oral request made to: Universal Health Services, Inc., Universal Corporate Center, 367 South Gulph Road, P.O. Box 61558, King of Prussia, Pennsylvania 19406-0958, Attention: Secretary, phone: (610) 786-3300. To obtain timely delivery of any requested information, holders of outstanding notes must make any request no later than five business days before the expiration of the exchange offer.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains "forward-looking statements" that reflect our current estimates, expectations and projections about our future results, performance, prospects and opportunities. Forward-looking statements include, among other things, the information concerning our possible future results of operations, business and growth strategies, financing plans, expectations that regulatory developments or other matters will not have a material adverse effect on our business or financial condition, our competitive position and the effects of competition, the projected growth of the industry in which we operate, and the benefits and synergies to be obtained from our completed and any future acquisitions, and statements of our goals and objectives, and other similar expressions concerning matters that are not historical facts. Words such as "may," "will," "should," "could," "would," "predicts," "potential," "continue," "expects," "anticipates," "future," "intends," "plans," "believes," "estimates," "appears," "projects" and similar expressions, as well as statements in future tense, identify forward-looking statements.

Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at, or by which, such performance or results will be achieved. Forward-looking information is based on information available at the time and/or our good faith belief with respect to future events, and is subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in the statements. Such factors include, among other things, the risks and uncertainties described under the heading "Risk factors" in this prospectus, and the following:

- our ability to comply with the existing laws and government regulations, and/or changes in laws and government regulations;
- an increasing number of legislative initiatives have recently been passed into law that may result in major changes in the healthcare delivery system on a national or state level. No assurances can be given that the implementation of these new laws will not have a material adverse effect on our business, financial condition or results of operations;
- possible unfavorable changes in the levels and terms of reimbursement for our charges by third-party payors or government programs, including Medicare or Medicaid;
- an increase in the number of uninsured and self-pay patients treated at our acute care facilities that unfavorably impacts our ability to satisfactorily and timely collect our self-pay patient accounts;
- our ability to enter into managed care provider agreements on acceptable terms and the ability of our competitors to do the same, including contracts with United/Sierra Healthcare and the Healthcare Services Coalition in Las Vegas, Nevada;
- the outcome of known and unknown litigation, government investigations, false claim act allegations and liabilities and other claims asserted against us, including matters as disclosed under "Item 3—Legal proceedings" in our Annual Report on Form 10-K for the year ended December 31, 2010, which is incorporated by reference in this prospectus;
- the potential unfavorable impact on our business of continued deterioration in national, regional and local economic and business conditions, including a continuation or worsening of unfavorable credit market conditions;
- competition from other healthcare providers, including physician owned facilities in certain markets, including McAllen/Edinburg, Texas, the site of one of our largest acute care facilities;
- technological and pharmaceutical improvements that increase the cost of providing, or reduce the demand for, healthcare;
- our ability to attract and retain qualified personnel, nurses, physicians and other healthcare professionals and the impact on our labor expenses resulting from a shortage of nurses and other healthcare professionals;

- demographic changes;
- our acquisition of Psychiatric Solutions, Inc. (“PSI”): (i) has substantially increased our level of indebtedness which could, among other things, adversely affect our ability to raise additional capital to fund operations, limit our ability to react to changes in the economy or our industry and could potentially prevent us from meeting our obligations under the agreements related to our indebtedness; and (ii) will require us to successfully integrate the operations of PSI with our operations and, even if such integration is accomplished, we may never realize the potential benefits of the acquisition;
- our ability to successfully integrate and improve our recent acquisitions and the availability of suitable acquisitions and divestiture opportunities;
- a significant portion of our revenues is produced by facilities located in Nevada, Texas and California making us particularly sensitive to reductions in Medicaid and other state based revenue programs (which have been proposed for 2011) as well as regulatory, economic, environmental and competitive changes in those states;
- our ability to continue to obtain capital on acceptable terms, including borrowed funds, to fund the future growth of our business;
- some of our acute care facilities continue to experience decreasing inpatient admission trends;
- our financial statements reflect large amounts due from various commercial and private payors and there can be no assurance that failure of the payors to remit amounts due to us will not have a material adverse effect on our future results of operations;
- the Department of Health and Human Services (“HHS”) published final regulations in July, 2010 implementing the health information technology (“HIT”) provisions of the American Recovery and Reinvestment Act (referred to as the “HITECH Act”). The final regulation defines the “meaningful use” of Electronic Health Records (“EHR”) and establishes the requirements for the Medicare and Medicaid EHR payment incentive programs. The implementation period for these new Medicare and Medicaid incentive payments starts in federal fiscal year 2011 and can end as late as 2016 for Medicare and 2021 for the state Medicaid programs. Our acute care hospitals may qualify for these EHR incentive payments upon implementation of the EHR application assuming they meet the “meaningful use criteria”. Our acute care facilities are scheduled to implement an EHR application, on a facility-by-facility basis, beginning in 2011 and ending in 2014, however, there can be no assurance that we will ultimately qualify for these incentive payments and, should we qualify, we are unable to quantify the amount of incentive payments we may receive since the amount is dependent upon various factors including the implementation timing at each facility. Should we qualify for incentive payments, there may be timing differences in the recognition of the revenues and expenses recorded in connection with the implementation of the EHR application which may cause material period-to-period changes in our future results of operations. Hospitals that do not qualify as a meaningful user of EHR by 2015 are subject to a reduced market basket update to the inpatient prospective payment system (“IPPS”) standardized amount in 2015 and each subsequent fiscal year. Although we believe that our acute care hospitals will be in compliance with the EHR standards by 2015, there can be no assurance that all of our facilities will be in compliance and therefore not subject to the penalty provision of the HITECH Act;
- the ability to obtain adequate levels of general and professional liability insurance on current terms;
- changes in our business strategies or development plans;
- fluctuations in the value of our common stock; and
- other factors referenced in this prospectus or in our other filings with the SEC.

Southwest Healthcare System: During the third quarter of 2009, Southwest Healthcare System (“SWHCS”), which operates Rancho Springs Medical Center and Inland Valley Regional Medical Center in Riverside County,

California, entered into an agreement with the Center for Medicare and Medicaid Services ("CMS"). The agreement required SWHCS to engage an independent quality monitor to assist SWHCS in meeting all CMS' conditions of participation. Further, the agreement provided that, during the last 60 days of the agreement, CMS would conduct a full Medicare certification survey. That survey took place the week of January 11, 2010.

In April, 2010, SWHCS received notification from CMS that it intended to effectuate the termination of SWHCS's Medicare provider agreement effective June 1, 2010. In May, 2010, SWHCS entered into an agreement with CMS which abated the termination action scheduled for June 1, 2010. The agreement is one year in duration and required SWHCS to engage independent experts in various disciplines to analyze and develop implementation plans for SWHCS to meet the Medicare conditions of participation. At the conclusion of the agreement, CMS will conduct a full certification survey to determine if SWHCS has achieved substantial compliance with the Medicare conditions of participation. During the term of the agreement, SWHCS remains eligible to receive reimbursements from Medicare for services rendered to Medicare beneficiaries.

Also in April, 2010, SWHCS received notification from the California Department of Public Health ("CDPH") indicating that it planned to initiate a process to revoke SWHCS's hospital license. In May, 2010, SWHCS received the formal document related to the revocation action. In September, 2010, SWHCS entered into an agreement with CDPH relating to the license revocation. The terms of the CDPH agreement are substantially similar to those contained in the agreement with CMS. As a result of the agreement, SWHCS's hospital license remains in effect pending the outcome of the CMS full certification survey which will occur at the end of the agreement. Pursuant to the results of the CMS full certification survey, which we anticipate occurring in mid-year, 2011, should SWHCS be deemed to have achieved substantial compliance with the Medicare conditions of participation, CDPH shall deem SWHCS's license to be in good standing. Failure of SWHCS to achieve substantial compliance with the Medicare conditions of participation, pursuant to CMS's full certification survey, will likely have a material adverse impact on SWHCS's ability to continue to operate the facilities.

As a result of the matters discussed above, we were not previously permitted to open newly constructed capacity at Rancho Springs Medical Center and Inland Valley Medical Center. However, in February, 2011, we received permission from CDPH to begin accessing the new capacity. Unrelated to these developments, we expect a competitor to open a newly constructed acute care hospital during the first quarter of 2011. We are unable to predict the net impact of these developments on SWHCS's results of operations in 2011 and beyond.

Rancho Springs Medical Center and Inland Valley Medical Center remain fully committed to providing high-quality healthcare to their patients and the communities they serve. We therefore intend to work expeditiously and collaboratively with both CMS and CDPH in an effort to resolve these matters, although there can be no assurance we will be able to do so. Failure to resolve these matters could have a material adverse effect on us. For the years ended December 31, 2010 and 2009, after deducting an allocation for corporate overhead expense, SWHCS generated approximately 0.4% and 4.3%, respectively, of our income from operations after income attributable to noncontrolling interest.

Given these uncertainties, risks and assumptions, as outlined above, you are cautioned not to place undue reliance on such forward-looking statements. Our actual results and financial condition could differ materially from those expressed in, or implied by, the forward-looking statements. Forward-looking statements speak only as of the date the statements are made. We assume no obligation to publicly update any forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting forward-looking information, except as may be required by law. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by this cautionary statement.

PROSPECTUS SUMMARY

This summary highlights the information contained elsewhere in this prospectus. Because this is only a summary, it does not contain all the information that may be important to you. For a more complete understanding of the exchange offer, we encourage you to read this entire prospectus. You should read the following summary together with the more detailed information included elsewhere in this prospectus, and the documents incorporated by reference in this prospectus. Please see "Where You Can Find More Information and Incorporation by Reference."

In this prospectus, unless otherwise indicated or the content otherwise requires, the terms "UHS," "our company," "us," "we" and "our" refer to Universal Health Services, Inc. and its consolidated subsidiaries. Universal Health Services is a registered trademark of UHS of Delaware, Inc., the management company for, and a wholly-owned subsidiary of, Universal Health Services, Inc. Universal Health Services, Inc. is a holding company and operates through its subsidiaries including its management company, UHS of Delaware, Inc. All healthcare and management operations are conducted by subsidiaries of Universal Health Services, Inc. To the extent any reference to "UHS" or "UHS facilities" in this prospectus, including letters, narratives or other forms contained herein, relates to our healthcare or management operations, it is referring to Universal Health Services, Inc.'s subsidiaries including UHS of Delaware, Inc. Further, the terms "UHS," "our company," "us," "we" and "our" in such context similarly refer to the operations of Universal Health Services, Inc.'s subsidiaries including UHS of Delaware, Inc. Any reference to employees or employment contained herein refers to employment with or employees of the subsidiaries of Universal Health Services, Inc. including UHS of Delaware, Inc.

Our company

Our principal business is owning and operating, through our subsidiaries, acute care hospitals, behavioral health centers, surgical hospitals, ambulatory surgery centers and radiation oncology centers. As of February 28, 2011, we owned and/or operated 25 acute care hospitals and 206 behavioral health centers located in 37 states, Washington, D.C., Puerto Rico and the U.S. Virgin Islands. As part of our ambulatory treatment centers division, we manage and/or own outright or in partnerships with physicians, 7 surgical hospitals and surgery and radiation oncology centers located in 5 states and Puerto Rico.

In November, 2010, we completed the acquisition of Psychiatric Solutions, Inc. PSI was formerly the largest operator of freestanding inpatient behavioral health care facilities operating a total of 105 inpatient and outpatient facilities in 32 states, Puerto Rico, and the U.S. Virgin Islands.

Net revenues from our acute care hospitals, surgical hospitals, surgery centers and radiation oncology centers accounted for 70% of our consolidated net revenues in 2010 and 74% in each of 2009 and 2008. Net revenues from our behavioral health care facilities accounted for 30% of our consolidated net revenues during 2010 and 25% during each of 2009 and 2008. Approximately 1% in each of 2009 and 2008 of our consolidated net revenues were recorded in connection with two construction management contracts pursuant to the terms of which we built newly constructed acute care hospitals for an unrelated third party.

Services provided by our hospitals include general and specialty surgery, internal medicine, obstetrics, emergency room care, radiology, oncology, diagnostic care, coronary care, pediatric services, pharmacy services and/or behavioral health services. We provide capital resources as well as a variety of management services to our facilities, including central purchasing, information services, finance and control systems, facilities planning, physician recruitment services, administrative personnel management, marketing and public relations.

Psychiatric Solutions, Inc. acquisition

In November, 2010, we acquired PSI for a total purchase price of $3.04 billion consisting of $1.96 billion in cash plus the assumption of approximately $1.08 billion of PSI's debt, the majority of which has since been refinanced, as discussed herein. PSI was formerly the largest operator of freestanding inpatient behavioral health care facilities operating a total of 105 inpatient and outpatient facilities in 32 states, Puerto Rico, and the U.S. Virgin Islands.

The facilities acquired by us, with an aggregate of approximately 11,500 licensed beds, offer an extensive continuum of behavioral health programs to critically ill children, adolescents and adults. We also acquired management contracts to manage freestanding behavioral health care inpatient facilities for government agencies and behavioral health units within certain medical/surgical hospitals owned by third-parties.

Combined with our previously existing behavioral health care operations, consisting of 101 behavioral health care facilities located throughout the U. S. and Puerto Rico, we believe this acquisition makes us the largest facility-based provider in the behavioral health care sector. Our increased operating scale may allow us to operate more efficiently and enhance our presence within certain markets. We also believe we can achieve operating expense reductions during the first year following the acquisition primarily through the elimination of corporate overhead. This acquisition also helps diminish our geographic concentration risk in certain markets thereby diversifying our hospital portfolio and reducing our reliance on one hospital or a cluster of hospitals in a certain market.

Our strategy

We believe community-based hospitals will remain the focal point of the healthcare delivery network and we are committed to a philosophy of self-determination for both the company and our hospitals.

Acquisition of Additional Hospitals. We selectively seek opportunities to expand our base of operations by acquiring, constructing or leasing additional hospital facilities. We are committed to a program of rational growth around our core businesses, while retaining the missions of the hospitals we manage and the communities we serve. Such expansion may provide us with access to new markets and new healthcare delivery capabilities. We also continue to examine our facilities and consider divestiture of those facilities that we believe do not have the potential to contribute to our growth or operating strategy.

Improvement of Operations of Existing Hospitals and Services. We also seek to increase the operating revenues and profitability of owned hospitals by the introduction of new services, improvement of existing services, physician recruitment and the application of financial and operational controls.

We are involved in continual development activities for the benefit of our existing facilities. Applications to state health planning agencies to add new services in existing hospitals are currently on file in states which require certificates of need, or CONs. Although we expect that some of these applications will result in the addition of new facilities or services to our operations, no assurances can be made for ultimate success by us in these efforts.

Quality and Efficiency of Services. Pressures to contain healthcare costs and technological developments allowing more procedures to be performed on an outpatient basis have led payors to demand a shift to ambulatory or outpatient care wherever possible. We are responding to this trend by emphasizing the expansion of outpatient services. In addition, in response to cost containment pressures, we continue to implement programs at our facilities designed to improve financial performance and efficiency while continuing to provide quality care, including more efficient use of professional and paraprofessional staff, monitoring and adjusting staffing levels and equipment usage, improving patient management and reporting procedures and implementing more efficient billing and collection procedures. In addition, we will continue to emphasize innovation in our response to the rapid changes in regulatory trends and market conditions while fulfilling our commitment to patients, physicians, employees, communities and our shareholders.

In addition, our aggressive recruiting of highly qualified physicians and developing provider networks help to establish our facilities as an important source of quality healthcare in their respective communities.

Company information

We are a Delaware corporation that was organized in 1979. Our principal executive offices are located at Universal Corporate Center, 367 South Gulph Road, P.O. Box 61558, King of Prussia, PA 19406. Our telephone number is (610) 768-3300. Our website is located at http://www.uhsinc.com. Our website and the information contained on our website is not part of this prospectus.

Guarantor and Non-Guarantor Financial Information

Our obligations under the outstanding notes are, and under the exchange notes will be, guaranteed by each of our existing and future domestic subsidiaries that guarantees our indebtedness or indebtedness of subsidiary guarantors. The note guarantees rank equally in right of payment with all of our subsidiary guarantors' existing and future senior debt and senior in right of payment to all of our subsidiary guarantors' existing and future subordinated debt. In addition, the outstanding notes are, and the exchange notes will be, structurally subordinated to the liabilities of our non-guarantor subsidiaries. See "Description of Exchange Notes—Note guarantees."

As a result of the guarantee arrangements, we provide supplemental guarantor financial information pursuant to Rule 3-10 of Regulation S-X of UHS, the guarantor subsidiaries and the non-guarantor subsidiaries. On April 1, 2011, we filed a Current Report on Form 8-K, which is incorporated by reference herein, to provide the supplemental guarantor financial information for the periods disclosed within our Annual Report on Form 10-K for the year ended December 31, 2010.

Additionally, pursuant to Rule 3-10(g) of Regulation S-X, we have incorporated by reference herein certain financial statements of PSI and their condensed consolidating financial information included within their footnotes.

The Exchange Offer

In this prospectus, except as otherwise indicated, "outstanding notes" refers to our 7% Senior Notes due 2018 issued on September 29, 2010, "exchange notes" refers to the 7% Senior Notes due 2018 offered hereby and "notes" refers to the outstanding notes and the exchange notes, collectively.

On September 29, 2010, UHS Escrow Corporation, a former UHS subsidiary, completed a private offering of the outstanding notes. The proceeds of the offering of the outstanding notes were held in escrow pending completion of the PSI acquisition and the satisfaction of other conditions. On November 15, 2010, upon completion of the PSI acquisition, UHS Escrow Corporation was merged with and into UHS, and UHS assumed all of UHS Escrow Corporation's obligations under the outstanding notes and the related indenture. The proceeds of the offering of the outstanding notes were used to pay a portion of the PSI acquisition purchase price. In addition, UHS and the subsidiary guarantors executed joinders to a registration rights agreement that had been entered into by UHS Escrow Corporation and the initial purchasers of the outstanding notes on September 29, 2010. Pursuant to the registration rights agreement, UHS and the subsidiary guarantors agreed, for the benefit of the holders of the outstanding notes, at our cost, to file the registration statement of which this prospectus forms a part and to complete an exchange offer for the outstanding notes.

The following summary contains basic information about the exchange offer and the exchange notes. It does not contain all the information that may be important to you. For a complete understanding of the exchange notes, please refer to the sections of this prospectus entitled "The Exchange Offer" and "Description of Exchange Notes."

The Exchange Offer

We are offering to exchange an aggregate of $250.0 million aggregate principal amount of exchange notes for $250.0 million principal amount of outstanding notes that are properly tendered and accepted. You may tender outstanding notes only in denominations of $2,000 and integral multiples of $1,000 in excess thereof. We will issue the exchange notes on or promptly after the exchange offer expires.

The form and terms of the exchange notes will be substantially identical to those of the outstanding notes, except that the exchange notes will have been registered under the Securities Act. Therefore, the exchange notes will not be subject to certain contractual transfer restrictions, registration rights and certain additional interest provisions applicable to the exchange notes prior to the consummation of the exchange offer. We will issue the exchange notes under the same indenture that governs the outstanding notes.

Resales

Based on an interpretation by the staff of the SEC set forth in no-action letters issued to third parties, we believe that the exchange notes issued pursuant to the exchange offer in exchange for outstanding notes may be offered for resale, resold and otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that you:

- are acquiring the exchange notes in the ordinary course of business;
- have not engaged in, do not intend to engage in and have no arrangement or understanding with any person or entity, including any of our affiliates, to participate in, a distribution of the exchange notes; and

	• are not our "affiliate" (as defined under Rule 405 of the Securities Act). In addition, each participating broker-dealer that receives registered exchange notes for its own account pursuant to the exchange offer in exchange for outstanding notes that were acquired as a result of market-making or other trading activity must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. For more information, see "Plan of Distribution." Any holder of unregistered outstanding notes, including any broker-dealer, who: • is our affiliate, • does not acquire the registered exchange notes in the ordinary course of its business, or • tenders in the exchange offer with the intention to participate, or for the purpose of participating, in a distribution of registered exchange notes, cannot rely on the position of the staff of the SEC expressed in *Exxon Capital Holdings Corporation*, *Morgan Stanley & Co., Incorporated* or similar no-action letters and, in the absence of an exemption, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with the resale of the exchange notes.
Expiration Date	The exchange offer will expire at 5:00 p.m., New York City time, on , 2011, unless extended, in which case the expiration date will mean the latest date and time to which we extend the exchange offer.
Conditions to the Exchange Offer	The exchange offer is subject to customary conditions, including that it not violate applicable law or any applicable interpretation of the staff of the SEC. The exchange offer is not conditioned upon any minimum principal amount of outstanding notes being tendered for exchange.
Procedures for Tendering Outstanding Notes	If you wish to tender your outstanding notes for exchange notes pursuant to the exchange offer, you must transmit to Union Bank, N.A., as exchange agent, on or before the expiration date, either: • a computer generated message transmitted through The Depository Trust Company's Automated Tender Offer Program system and received by the exchange agent and forming a part of a confirmation of book-entry transfer in which you acknowledge and agree to be bound by the terms of the letter of transmittal; or • a properly completed and duly executed letter of transmittal, which accompanies this prospectus, or a facsimile of the letter of transmittal, together with your outstanding notes and any other required documentation, to the exchange agent at its address listed in this prospectus and on the front cover of the letter of transmittal.

	If you cannot satisfy either of these procedures on a timely basis, then you should comply with the guaranteed delivery procedures described below. By executing the letter of transmittal, you will make the representations to us described under "The Exchange Offer—Procedures for Tendering."
Special Procedures for Beneficial Owners	If you are a beneficial owner whose outstanding notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your outstanding notes in the exchange offer, you should contact the registered holder promptly and instruct the registered holder to tender on your behalf. If you wish to tender on your own behalf, you must either: • make appropriate arrangements to register ownership of the outstanding notes in your name; or • obtain a properly completed bond power from the registered holder before completing and executing the letter of transmittal and delivering your outstanding notes.
Guaranteed Delivery Procedures	If you wish to tender your outstanding notes and time will not permit the documents required by the letter of transmittal to reach the exchange agent before the expiration date, or the procedure for book-entry transfer cannot be completed on a timely basis, you must tender your outstanding notes according to the guaranteed delivery procedures described in this prospectus under the heading "The Exchange Offer—Guaranteed Delivery Procedures."
Acceptance of the Outstanding Notes and Delivery of the Exchange Notes	Subject to the satisfaction or waiver of the conditions to the exchange offer, we will accept for exchange any and all outstanding notes that are validly tendered in the exchange offer and not properly withdrawn before 5:00 p.m., New York City time, on the expiration date.
Withdrawal Rights	You may withdraw the tender of your outstanding notes at any time before 5:00 p.m., New York City time, on the expiration date, by complying with the procedures for withdrawal described in this prospectus under the heading "The Exchange Offer—Withdrawal Rights."
Consequences of Failure to Exchange Notes	If you do not exchange your outstanding notes for exchange notes pursuant to the exchange offer, the outstanding notes you hold will continue to be subject to the existing transfer restrictions provided in the outstanding notes and the indenture. Following completion of the exchange offer, we do not plan to register outstanding notes under the Securities Act unless our registration rights agreement with the initial purchasers of the outstanding notes requires us to do so. Further, if you continue to hold any outstanding notes after the exchange offer is consummated, you may have trouble selling them because there will be fewer of the outstanding notes outstanding.

Material United States Federal Income Tax Consequences	The exchange of exchange notes for outstanding notes in the exchange offer will not be a taxable event for United States federal income tax purposes. See "Material United States Federal Income Tax Consequences of the Exchange Offer."
Fees and Expenses	We will bear the expenses related to the exchange offer. See "The Exchange Offer—Fees and Expenses."
Use of Proceeds	We will not receive any cash proceeds from the exchange offer. We are making this exchange offer solely to satisfy our obligations under our registration rights agreement.
Exchange Agent	Union Bank, N.A., the trustee under the indenture governing the notes, is serving as the exchange agent.

Terms of the Exchange Notes

The following summary contains basic information about the exchange notes and is not intended to be complete. The form and terms of the exchange notes will be substantially identical to those of the outstanding notes, except that the exchange notes will have been registered under the Securities Act. Therefore, the exchange notes will not be subject to certain contractual transfer restrictions, registration rights and certain additional interest provisions applicable to the exchange notes prior to the consummation of the exchange offer. We will issue the exchange notes under the same indenture that governs the outstanding notes. For a more complete understanding of the exchange notes, please refer to the section entitled "Description of Exchange Notes" in this prospectus.

Issuer	Universal Health Services, Inc., as successor to UHS Escrow Corporation.
Securities offered	$250 million aggregate principal amount of 7% senior notes due 2018.
Maturity date	October 1, 2018.
Interest rate	7% per year. Interest will accrue from September 29, 2010, or, if the exchange offer is completed on or after April 1, 2011, from April 1, 2011.
Interest payment dates	April 1 and October 1, commencing April 1, 2011, or, if the exchange offer is completed on or after that date, commencing October 1, 2011.
Optional redemption	The notes will be redeemable at our option, in whole or in part, at any time on and after October 1, 2014, at the redemption prices set forth in this prospectus, together with accrued and unpaid interest, if any, to the date of redemption. At any time prior to October 1, 2013, we may redeem up to 35% of the original principal amount of the outstanding notes with the proceeds of certain equity offerings at a redemption price of 107% of the principal amount of the notes, together with accrued and unpaid interest, if any, to the date of redemption. At any time prior to October 1, 2014, we may also redeem the notes, in whole but not in part, at a redemption price equal to 100% of the principal amount of the notes, plus accrued and unpaid interest, if any, to the date of redemption, plus the "Applicable Premium" (as defined under the heading "Description of Exchange Notes").
Mandatory offers to purchase	The occurrence of a change of control will be a triggering event requiring us to offer to purchase from you all or a portion of your notes at a price equal to 101% of their principal amount, together with accrued and unpaid interest, if any, to the date of purchase. Certain asset dispositions will be triggering events that may require us to use the proceeds from those asset dispositions to make an offer to purchase the notes at 100% of their principal amount, together with

	accrued and unpaid interest, if any, to the date of purchase if such proceeds are not otherwise used within a specified period to repay indebtedness (with a corresponding permanent reduction in commitment, if applicable) or to invest in capital assets related to our business or capital stock of a restricted subsidiary (as defined under the heading "Description of Exchange Notes").
Guarantees	The outstanding notes are and the exchange notes will be guaranteed on a senior unsecured basis by all of our existing and future restricted subsidiaries that guarantee our senior credit facility or other indebtedness or indebtedness of the subsidiary guarantors. Under certain circumstances, subsidiary guarantors may be released from their guarantees without the consent of the holders of notes. See "Description of Exchange Notes—Note guarantees."
Ranking	The notes and the subsidiary guarantees will be our and the subsidiary guarantors' senior unsecured obligations and: • will rank equally in right of payment with all of our and the subsidiary guarantors' existing and future senior indebtedness; • will rank senior in right of payment to all of our and the subsidiary guarantors' existing and future subordinated indebtedness; • will be effectively subordinated to any of our and the subsidiary guarantors' existing and future secured debt, to the extent of the value of the assets securing such debt; and • will be structurally subordinated to all of the existing and future liabilities (including trade payables) of each of our subsidiaries that do not guarantee the notes.
Covenants	We will issue the exchange notes under an indenture with Union Bank, N.A., as trustee, which indenture also governs the outstanding notes. The indenture, among other things, limits our ability and the ability of our restricted subsidiaries to: • incur additional indebtedness; • pay dividends or make other distributions or repurchase or redeem our capital stock; • prepay, redeem or repurchase certain debt; • make loans and investments; • sell assets; • incur liens; • enter into transactions with affiliates; • alter the businesses we conduct; • enter into agreements restricting our subsidiaries' ability to pay dividends; and • consolidate, merge or sell all or substantially all of our assets.

	These covenants are subject to a number of important exceptions and qualifications. For more details, see “Description of Exchange Notes.”
Absence of a Public Market for the Exchange Notes	The exchange notes generally will be freely transferable but will also be a new issue of securities for which there will not initially be a trading market. We do not intend to apply for a listing of the exchange notes on any securities exchange or an automated dealer quotation system. Accordingly, there can be no assurance as to the development or liquidity of any market for the exchange notes. The initial purchasers of the outstanding notes have advised us that they currently intend to make a market in the exchange notes. However, they are not obligated to do so, and any market making with respect to the exchange notes may be discontinued without notice.
Risk Factors	You should consider carefully all the information in this prospectus and in particular the section titled “Risk Factors” for an explanation of the risks of investing in the exchange notes.

RISK FACTORS

An investment in the exchange notes involves a high degree of risk. You should carefully consider the risks described below and all of the information contained or incorporated by reference in this prospectus before deciding whether to participate in the exchange offer. The risks and uncertainties described below and in the incorporated documents are not the only risks and uncertainties that we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. If any of these risks actually occurs, our business, financial condition and results of operations would suffer. The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements. See "Cautionary Statement Regarding Forward-Looking Statements" in this prospectus.

Risks Related to Our Business and Operations

A significant portion of our revenue is produced by facilities located in Nevada, Texas and California.

Nevada: We own 6 acute care hospitals and 6 behavioral healthcare facilities listed in "Item 2—Properties" in our Annual Report on Form 10-K for the year ended December 31, 2010, incorporated by reference in this prospectus. On a combined basis, these facilities contributed 23% in 2010, 24% in 2009 and 24% in 2008 of our consolidated net revenues. On a combined basis, after deducting an allocation for corporate overhead expense, these facilities generated 15% in 2010, 14% in 2009 and 18% in 2008 of our income from operations after net income attributable to noncontrolling interest. On a *pro forma* basis, assuming we had completed the acquisition of PSI on January 1, 2010, these facilities contributed 18% in 2010 of our consolidated net revenues and 10% of our income from operations after net income attributable to noncontrolling interest.

Texas: We own 8 acute care hospitals and 14 behavioral healthcare facilities listed in "Item 2—Properties" in our Annual Report on Form 10-K for the year ended December 31, 2010, incorporated by reference in this prospectus. On a combined basis, these facilities contributed 19% during 2010 and 20% during each of 2009 and 2008, of our consolidated net revenues. On a combined basis, after deducting an allocation for corporate overhead expense, these facilities generated 15% in 2010, 16% in 2009 and 8% in 2008 of our income from operations after net income attributable to noncontrolling interest. On a *pro forma* basis, assuming we had completed the acquisition of PSI on January 1, 2010, these facilities contributed 17% in 2010 of our consolidated net revenues. and 13% of our income from operations after net income attributable to noncontrolling interest.

California: We own 4 acute care hospitals and 14 behavioral healthcare facilities listed in "Item 2—Properties" in our Annual Report on Form 10-K for the year ended December 31, 2010, incorporated by reference in this prospectus. On a combined basis, these facilities contributed 10% of our consolidated net revenues during each of 2010, 2009 and 2008. On a combined basis, after deducting an allocation for corporate overhead expense, these facilities generated 4% in 2010, 5% in 2009 and 7% in 2008 of our income from operations after net income attributable to noncontrolling interest. On a *pro forma* basis, assuming we had completed the acquisition of PSI on January 1, 2010, these facilities contributed 9% in 2010 of our consolidated net revenues and 6% of our income from operations after net income attributable to noncontrolling interest.

The significant portion of our revenues and earnings derived from these facilities makes us particularly sensitive to legislative, regulatory, economic, environmental and competition changes in Nevada, Texas and California. Any material change in the current payment programs or regulatory, economic, environmental or competitive conditions in these states could have a disproportionate effect on our overall business results.

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

We derive a significant portion of our revenue from third-party payors, including the Medicare and Medicaid programs. 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 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, the uncertainty and fiscal pressures placed upon federal and state governments as a result of, among other things, the substantial deterioration in general economic conditions, the funding requirements from the federal government's stimulus package, the War on Terrorism and the relief efforts related to hurricanes and other disasters, may 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 position and results of operations.

On a prospective basis (including the projected revenues generated at the facilities acquired from PSI), we expect to receive a large concentration of our Medicaid revenues from Texas and significant amounts from Pennsylvania, Illinois, Washington, D.C., Nevada and Virginia. These states, as well as most other states in which we operate, have reported significant budget deficits that have resulted in proposed reductions to Medicaid funding for 2011. We can provide no assurance that reductions to Medicaid revenues, particularly in these states, will not have 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 revenues and operating results of our hospitals. Private payors, including managed care providers, increasingly are demanding that we accept lower rates of payment.

We expect continued third-party efforts 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 financial position and our results of operations.

A worsening of the economic and employment conditions in the United States could materially affect our business and future results of operations.

Our patient volumes, revenues and financial results depend significantly on the universe of patients with health insurance, which to a large extent is dependent on the employment status of individuals in our markets. A continuation or worsening of economic conditions may result in a continued increase in the unemployment rate which will likely increase the number of individuals without health insurance. As a result, our facilities may experience a decrease in patient volumes, particularly in less intense, more elective service lines, or a significant increase in services provided to uninsured patients. These factors could have a material unfavorable impact on our future patient volumes, revenues and operating results.

Our patient revenues and payor mix during the last few years were adversely affected by economic conditions, particularly in certain markets, such as Nevada, Texas and California, where a significant portion of our revenues are concentrated and unemployment rates remain high. In our acute care business, we experienced net revenue pressures caused primarily by declining commercial payor utilization and an increase in the number of uninsured and underinsured patients treated at our facilities. We can provide no assurance that these trends will not continue. During 2010, our revenues and payor mix within our acute care operations have been volatile and are unfavorable compared to the comparable prior year period, making it difficult to predict the results for 2011 or thereafter.

We are subject to uncertainties regarding healthcare reform.

On March 23, 2010, President Obama signed into law the Patient Protection and Affordable Care Act (the "PPACA"). The Healthcare and Education Reconciliation Act of 2010 (the "Reconciliation Act"), which contains

a number of amendments to the PPACA, was signed into law on March 30, 2010. Two primary goals of the PPACA, combined with the Reconciliation Act (collectively referred to as the "Legislation"), are to provide for increased access to coverage for healthcare and to reduce healthcare-related expenses.

Although it is expected that as a result of the Legislation there may be a reduction in uninsured patients, which should reduce our expense from uncollectible accounts receivable, the Legislation makes a number of other changes to Medicare and Medicaid which we believe may have an adverse impact on us. The Legislation revises reimbursement under the Medicare and Medicaid programs to emphasize the efficient delivery of high quality care and contains a number of incentives and penalties under these programs to achieve these goals. The Legislation provides for decreases in the annual market basket update for federal fiscal years 2010 through 2019, a productivity offset to the market basket update beginning October 1, 2011 for Medicare Part B reimbursable items and services and beginning October 1, 2012 for Medicare inpatient hospital services. The Legislation will reduce Medicare and Medicaid disproportionate share payments beginning in 2014, which could adversely impact the reimbursement we receive under these programs. The Legislation implements a value-based purchasing program, which will reward the delivery of efficient care. Conversely, certain facilities will receive reduced reimbursement for failing to meet quality parameters; such hospitals may include those with excessive readmission or hospital-acquired condition rates.

The various provisions in the Legislation that directly or indirectly affect reimbursement are scheduled to take effect over a number of years. Legislation provisions are likely to be affected by the incomplete nature of implementing regulations or expected forthcoming interpretive guidance, gradual implementation, future legislation, and possible judicial nullification of all or certain provisions of the Legislation. Further 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 Legislation on our future reimbursement at this time.

The Legislation also contains provisions aimed at reducing fraud and abuse in healthcare. The 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 Legislation also provides that any claims for items or services that violate the Anti-Kickback Statute are also considered false claims for purposes of the federal civil False Claims Act. The Legislation provides that a healthcare provider that retains an overpayment in excess of 60 days is subject to the federal civil False Claims Act. The Legislation also expands the Recovery Audit Contractor program to Medicaid. These amendments also make it easier for severe fines and penalties to be imposed on healthcare providers that violate applicable laws and regulations.

We have partnered with local physicians in the ownership of certain of our facilities. These investments have been permitted under an exception to the physician self-referral law. The Legislation permits existing physician investments in a hospital to continue under a "grandfather" clause if the arrangement satisfies certain requirements and restrictions, but physicians are prohibited, effective immediately, from increasing the aggregate percentage of their ownership in the hospital. The Legislation also imposes certain compliance and disclosure requirements upon existing physician-owned hospitals and restricts the ability of physician-owned hospitals to expand the capacity of their facilities.

The impact of the Legislation on each of our hospitals may vary. Because Legislation provisions are effective at various times over the next several years, we anticipate that many of the provisions in the Legislation may be subject to further revision or judicial nullification. We cannot predict the impact the Legislation may have on our business, results of operations, cash flow, capital resources and liquidity, or whether we will be able to successfully adapt to the changes required by the Legislation.

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 the Emergency Medical Treatment and Active Labor Act, or EMTALA, we provide a medical screening examination to any individual who comes to one of our hospitals while in active labor and/or 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 transfer of such individual to another medical facility in accordance with applicable law and the treating hospital's written procedures. Our obligations under EMTALA may increase substantially going forward; CMS has recently announced its intent to issue proposed rulemaking concerning the applicability of EMTALA to hospital inpatients and the responsibilities of hospitals with specialized capabilities, respectively. 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 is proposed and adopted, our results of operations will be harmed.

An increase in uninsured and underinsured patients in our acute care facilities 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 our primary source of cash and 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 mix, the agings of the receivables and historical collection experience. 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 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.

Our hospitals face competition for patients from other hospitals and healthcare providers.

The healthcare industry is highly competitive, and competition among hospitals, and other healthcare providers for patients and physicians has intensified in recent years. In all of the geographical areas in which we operate, there are other hospitals that provide services comparable to those offered by our hospitals. Some of our competitors include hospitals that are owned by tax-supported governmental agencies or by nonprofit corporations and may be supported by endowments and charitable contributions and exempt from property, sales and income taxes. Such exemptions and support are not available to us.

In some markets, certain of our competitors may have greater financial resources, be better equipped and offer a broader range of services than we. The number of inpatient facilities, as well as outpatient surgical and diagnostic centers, many of which are fully or partially owned by physicians, in the geographic areas in which we operate has increased significantly. As a result, most of our hospitals operate in an increasingly competitive environment.

If our competitors are better able to attract patients, recruit 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 business may be harmed.

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

Typically, physicians are responsible for making hospital admissions decisions and for directing the course of patient treatment. As a result, the success and competitive advantage of our hospitals depends, in part, on the

number and quality of the physicians on the medical staffs of our hospitals, the admitting practices of those physicians and our maintenance of good relations with those physicians. Physicians generally are not employees of our hospitals, and, in a number of our markets, physicians have admitting privileges at other hospitals in addition to our hospitals. They may terminate their affiliation with us at any time. If we are unable to provide high ethical and professional standards, adequate support personnel and technologically advanced equipment and facilities that meet the needs of those physicians, they may be discouraged from 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 physicians to practice in certain of the non-urban communities in which our hospitals are located. Our failure to recruit physicians to these communities or the loss of physicians in these communities could make it more difficult to attract patients to our hospitals and thereby may have a material adverse effect on our business, financial condition and results of operations.

Our performance depends on our ability to attract and retain qualified nurses and medical support staff, and we face competition for staffing that may increase our labor costs and harm our results of operations.

We depend on the efforts, abilities, and experience of our medical support personnel, including our nurses, pharmacists and lab technicians and other healthcare professionals. We compete with other healthcare providers in recruiting and retaining qualified hospital management, nurses and other medical personnel.

The nationwide shortage of nurses 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 and other medical support personnel or require us to hire expensive temporary personnel. In addition, in some markets like California, there are requirements to maintain specified nurse-staffing levels. To the extent we cannot meet those levels, we may be required to limit the healthcare services provided in these markets, which would have a corresponding adverse effect on our net operating revenues.

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 to either recruit and retain qualified hospital management, nurses and other medical support personnel or control our labor costs could harm our results of operations.

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

The healthcare industry is required to comply with extensive and complex laws and regulations at the federal, state and local government levels relating to, among other things: hospital billing practices and prices for services; relationships with physicians and other referral sources; adequacy of medical care and quality of medical equipment and services; ownership of facilities; qualifications of medical and support personnel; confidentiality, maintenance and security issues associated with health-related information and patient medical records; the screening, stabilization and transfer of patients who have emergency medical conditions; certification, licensure and accreditation of our facilities; operating policies and procedures, and; construction or expansion of facilities and services.

Among these laws are the federal False Claims Act, the Health Insurance Portability and Accountability Act of 1996, or HIPAA, the federal anti-kickback statute and the provision of the Social Security Act commonly known as the “Stark Law.” These laws, and particularly the anti-kickback statute and the Stark Law, impact the relationships that we may have with physicians and other referral sources. We have a variety of financial relationships with physicians who refer patients to our facilities, including employment contracts, leases and professional service agreements. We also provide financial incentives, including minimum revenue guarantees, to recruit physicians into communities served by our hospitals. The Office of the Inspector General of the

Department of Health and Human Services, or OIG, has enacted safe harbor regulations that outline practices that are deemed protected from prosecution under the anti-kickback statute. A number of our current arrangements, including financial relationships with physicians and other referral sources, may not qualify for safe harbor protection under the anti-kickback statute. Failure to meet a safe harbor does not mean that the arrangement necessarily violates the anti-kickback statute, but may subject the arrangement to greater scrutiny. We cannot assure that practices that are outside of a safe harbor will not be found to violate the anti-kickback statute. CMS recently published a Medicare self-referral disclosure protocol, which is intended to allow providers to self-disclose actual or potential violations of the Stark law. Because there are only a few judicial decisions interpreting the Stark law, there can be no assurance that our hospitals will not be found in violation of the Stark law or that self-disclosure of a potential violation would result in reduced penalties.

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 or enforcement 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 facilities, equipment, personnel, services, capital expenditure programs and operating expenses. A determination that we have violated one or more of these laws (see “Item 3—Legal Proceedings” in our Annual Report on Form 10-K for the year ended December 31, 2010, incorporated by reference in this prospectus), or the public announcement that we are being investigated for possible violations of one or more of these laws, could have a material adverse effect on our business, financial condition or results of operations and our business reputation could suffer significantly. In addition, we cannot predict whether other legislation or regulations at the federal or state level will be adopted, what form such legislation or regulations may take or what their impact on us may be. See “Item 1 Business—Self-Referral and Anti-Kickback Legislation” in our Annual Report on Form 10-K for the year ended December 31, 2010, incorporated by reference in this prospectus.

If we are deemed to have failed to comply with the anti-kickback statute, the Stark Law or other applicable laws and regulations, we could be subjected to liabilities, including criminal penalties, civil penalties (including the loss of our licenses to operate one or more facilities), and exclusion of one or more facilities from participation in the Medicare, Medicaid and other federal and state healthcare programs. The imposition of such penalties could have a material adverse effect on our business, financial condition or results of operations.

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

We are subject to medical malpractice lawsuits, product liability lawsuits, class action 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. We believe that, based on our past experience and actuarial estimates, our insurance coverage is adequate considering the claims arising from the operations of our hospitals. 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 operations.

We may be subject to governmental investigations, regulatory actions and whistleblower lawsuits.

The federal False Claims Act permits private parties to bring qui tam, or whistleblower, lawsuits against companies. Whistleblower provisions allow private individuals to bring actions on behalf of the government alleging that the defendant has defrauded the federal 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.

In 2009, we agreed to settle a qui tam lawsuit relating to our South Texas Health System after many years of governmental investigations. Some of our subsidiaries operating small behavioral healthcare facilities in Virginia and California are currently the subject of governmental investigations and, in two cases, a qui tam action in

which the government intervened and is charging violations of the False Claims Act. We cannot predict whether we will be the subject of additional investigations or whistleblower lawsuits. Any determination that we have violated applicable laws and regulations may have a material adverse effect on us.

If any of our existing healthcare facilities lose their certification or any of our new facilities fail to receive certification, such facilities could become ineligible to receive reimbursement under Medicare or Medicaid.

The construction and operation of healthcare facilities 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 and 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.

All of our hospitals are deemed certified, meaning that they are accredited, properly licensed under the relevant state laws and regulations and certified under the Medicare program. The effect of maintaining certified facilities is to allow such facilities to participate in the Medicare and Medicaid programs. We believe that all of our healthcare facilities are in material compliance with applicable federal, state, local and other relevant regulations and standards. However, should any of our healthcare facilities lose their deemed certified status and thereby lose certification under the Medicare or Medicaid programs, such facilities would be unable to receive reimbursement from either of those programs and our business could be materially adversely effected.

During the third quarter of 2009, Southwest Healthcare System (“SWHCS”), which operates Rancho Springs Medical Center and Inland Valley Regional Medical Center in Riverside County, California, entered into an agreement with the Center for Medicare and Medicaid Services (“CMS”). The agreement required SWHCS to engage an independent quality monitor to assist SWHCS in meeting all CMS’ conditions of participation. Further, the agreement provided that, during the last 60 days of the agreement, CMS would conduct a full Medicare certification survey. That survey took place the week of January 11, 2010.

In April, 2010, SWHCS received notification from CMS that it intended to effectuate the termination of SWHCS’s Medicare provider agreement effective June 1, 2010. In May, 2010, SWHCS entered into an agreement with CMS which abated the termination action scheduled for June 1, 2010. The agreement is one year in duration and required SWHCS to engage independent experts in various disciplines to analyze and develop implementation plans for SWHCS to meet the Medicare conditions of participation. At the conclusion of the agreement, CMS will conduct a full certification survey to determine if SWHCS has achieved substantial compliance with the Medicare conditions of participation. During the term of the agreement, SWHCS remains eligible to receive reimbursements from Medicare for services rendered to Medicare beneficiaries.

Also in April, 2010, SWHCS received notification from the California Department of Public Health (“CDPH”) indicating that it planned to initiate a process to revoke SWHCS’s hospital license. In May, 2010, SWHCS received the formal document related to the revocation action. In September, 2010, SWHCS entered into an agreement with CDPH relating to the license revocation. The terms of the CDPH agreement are substantially similar to those contained in the agreement with CMS. As a result of the agreement, SWHCS’s hospital license remains in effect pending the outcome of the CMS full certification survey which will occur at the end of the agreement. Pursuant to the results of the CMS full certification survey, which we anticipate occurring in mid-year, 2011, should SWHCS be deemed to have achieved substantial compliance with the Medicare conditions of participation, CDPH shall deem SWHCS’s license to be in good standing. Failure of SWHCS to achieve substantial compliance with the Medicare conditions of participation, pursuant to CMS’s full certification survey, will likely have a material adverse impact on SWHCS’s ability to continue to operate the facilities.

As a result of the matters discussed above, we were not previously permitted to open newly constructed capacity at Rancho Springs Medical Center and Inland Valley Medical Center. However, in February, 2011, we received permission from CDPH to begin accessing the new capacity. Unrelated to these developments, we

expect a competitor to open a newly constructed acute care hospital during the first quarter of 2011. We are unable to predict the net impact of these developments on SWHCS's results of operations in 2011 and beyond.

Rancho Springs Medical Center and Inland Valley Medical Center remain fully committed to providing high-quality healthcare to their patients and the communities they serve. We therefore intend to work expeditiously and collaboratively with both CMS and CDPH in an effort to resolve these matters, although there can be no assurance we will be able to do so. Failure to resolve these matters could have a material adverse effect on us. For the years ended December 31, 2010 and 2009, after deducting an allocation for corporate overhead expense, SWHCS generated approximately 0.4% and 4.3%, respectively, of our income from operations after income attributable to noncontrolling interest.

We may not be able to successfully integrate our acquisition of PSI or realize the potential benefits of the acquisition, which could cause an adverse effect on us.

We may not be able to combine successfully the operations of PSI with our operations, and, even if such integration is accomplished, we may never realize the potential benefits of the acquisition. The integration of PSI with our operations requires significant attention from management and may impose substantial demands on our operations or other projects. The integration of PSI also involves a significant capital commitment, and the return that we achieve on any capital invested may be less than the return that we would achieve on our other projects or investments. Any of these factors could cause delays or increased costs of combining PSI with us and could adversely affect our operations, financial results and liquidity.

Our level of indebtedness that we incurred in connection with the acquisition of PSI could adversely affect our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry and prevent us from meeting our obligations under the agreements relating to our indebtedness.

Our level of indebtedness that we incurred in connection with the acquisition of PSI could adversely affect our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry and could potentially prevent us from meeting our obligations under the agreements relating to our indebtedness.

In connection with the consummation of our acquisition of PSI, in addition to undertaking a $250 million offering of notes in September, 2010, we obtained a debt financing commitment of $3.45 billion under a senior credit facility consisting of an $800 million revolving credit facility, a $1.05 billion term loan A facility and a $1.6 billion term loan B facility. The senior credit facility became effective upon closing of the acquisition of PSI, which occurred in November, 2010. We also obtained an amended $240 million accounts receivable securitization facility during 2010 (increased from $200 million).

As of December 31, 2010, after giving effect to the use of proceeds from the various debt financing sources mentioned above, our total debt was $3.92 billion and we had $577 million of unused borrowing capacity under our senior credit and accounts receivable securitization facilities, after taking into account $71 million of outstanding letters of credit and $3 million of outstanding borrowings pursuant to our short-term, on-demand note.

Subject to the limits contained in the credit agreement governing our senior credit facility, the indenture that governs the notes and our other debt instruments, we may be able to incur substantial additional debt from time to time to finance working capital, capital expenditures, investments or acquisitions, or for other purposes. If we do so, the risks related to our high level of debt could intensify. Our leverage could result in unfavorable impact on us, including the following:

- it may limit our ability to obtain additional debt or equity financing for working capital, capital expenditures, debt service requirements, acquisitions and general corporate or other purposes;

- a substantial portion of our cash flows from operations will be dedicated to the payment of principal and interest on our indebtedness and will not be available for other purposes, including our operations, capital expenditures and future business opportunities;
- some of our borrowings, including borrowings under the credit facilities, are at variable rates of interest, exposing us to the risk of increased interest rates;
- it may limit our ability to adjust to changing market conditions and place us at a competitive disadvantage compared to our competitors that have less debt; and
- we may be vulnerable in a downturn in general economic conditions or in our business, or we may be unable to carry out capital spending that is important to our operations.

Our growth strategy depends on acquisitions, and we may not be able to continue to acquire hospitals that meet our target criteria. We may also have difficulties acquiring hospitals from not-for-profit entities due to regulatory scrutiny.

Acquisitions of hospitals in select markets are a key element of our growth strategy. 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 have greater resources than we do. Also, suitable acquisitions may not be accomplished due to unfavorable terms.

In addition, many states have enacted, or are considering enacting, laws that affect the conversion or sale of not-for-profit hospitals to for-profit entities. These laws generally require prior approval from the state attorney general, advance notification and community involvement. In addition, attorneys general in states without specific conversion legislation may exercise discretionary authority over such transactions. Although the level of government involvement varies from state to state, the trend is to provide for increased governmental review and, in some cases, approval of a transaction in which a not-for-profit entity sells a healthcare facility to a for-profit entity. The adoption of new or expanded conversion legislation, increased review of not-for-profit hospital conversions or our inability to effectively compete against other potential purchasers could make it more difficult for us to acquire additional hospitals, increase our acquisition costs or make it difficult for us to acquire hospitals that meet our target acquisition criteria, any of which could adversely affect our growth strategy and results of operations.

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 the acquisition, the acquired hospital’s results of operations, allocation of the purchase price, effects of subsequent legislation and limits on rate increases.

We may fail to improve or integrate the operations of the hospitals we acquire, which could harm our results of operations and adversely affect our growth strategy.

We may be unable to timely and effectively integrate the hospitals that we acquire with our ongoing operations. We may experience delays in implementing operating procedures and systems in newly acquired hospitals. Integrating a new hospital could be expensive and time consuming and could disrupt our ongoing business, negatively affect cash flow and distract management and other key personnel. In addition, acquisition activity requires transitions from, and the integration of, operations and, usually, information systems that are used by acquired hospitals. In addition, some of the hospitals we acquire had significantly lower operating margins than the hospitals we operate prior to the time of our acquisition. If we fail to improve the operating margins of the hospitals we acquire, operate such hospitals profitably or effectively integrate the operations of acquired hospitals, our results of operations could be harmed.

If we acquire hospitals with unknown or contingent liabilities, we could become liable for material obligations.

Hospitals that we acquire may have unknown or contingent liabilities, including, but not limited to, liabilities for failure to comply with applicable laws and regulations. Although we typically attempt to exclude

significant liabilities from our acquisition transactions and seek indemnification from the sellers of such hospitals for these matters, we could experience difficulty enforcing those obligations or we could incur material liabilities for the past activities of hospitals we acquire. Such liabilities and related legal or other costs and/or resulting damage to a facility's reputation could harm our business.

Our subsidiary, PSI, and its subsidiaries, are subject to pending legal actions, governmental investigations and regulatory actions.

Our subsidiary, PSI, and its subsidiaries, are subject to pending legal actions, governmental investigations and regulatory actions. See "Item 3—Legal Proceedings" in our Annual Report on Form 10-K for the year ended December 31, 2010, incorporated by reference in this prospectus.

State efforts to regulate the construction or expansion of healthcare facilities could impair our ability to expand.

Many of the states in which we operate hospitals have enacted Certificates of Need, or CON, laws as a condition prior to hospital capital expenditures, construction, expansion, modernization or initiation of major new services. Our failure to obtain necessary state approval could result in our inability to complete a particular hospital acquisition, expansion or replacement, make a facility ineligible to receive reimbursement under the Medicare or Medicaid programs, 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 those requirements, but we cannot predict the impact of these changes upon our operations.

Controls designed to reduce inpatient services may reduce our revenues.

Controls imposed by 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. Utilization review entails the review of the admission and course of treatment of a patient by managed care plans. 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. Although we cannot predict the effect these 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 business, financial position and results of operations.

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

The stock markets have experienced volatility that has often been unrelated to operating performance. These broad market fluctuations may adversely affect the trading price of our common stock and, as a result, there may be significant volatility in the market price of our common stock. If we are unable to operate our hospitals as profitably as we have in the past or as our stockholders expect us to in the future, the market price of our common stock will likely decline as stockholders could sell shares of our common stock 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 our common stock and increase fluctuations in our quarterly earnings. These factors include certain of the risks discussed herein, demographic changes, operating results of other hospital 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 health care industry.

We are subject to significant corporate regulation as a public company and failure to comply with all applicable regulations could subject us to liability or negatively affect the trading price of the notes.

As a publicly traded company, we are subject to a significant body of regulation, including the Sarbanes-Oxley Act of 2002. While we have developed and instituted a corporate compliance program based on what we believe are the current best practices in corporate governance and continue to update this program in response to newly implemented or changing regulatory requirements, we cannot provide assurance that we are or will be in compliance with all potentially applicable corporate regulations. For example, we cannot provide assurance that, in the future, our management will not find a material weakness in connection with its annual review of our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act. We also cannot provide assurance that we could correct any such weakness to allow our management to assess the effectiveness of our internal control over financial reporting as of the end of our fiscal year in time to enable our independent registered public accounting firm to state that such assessment will have been fairly stated in our Annual Report on Form 10-K or state that we have maintained effective internal control over financial reporting as of the end of our fiscal year. If we fail to comply with any of these regulations, we could be subject to a range of regulatory actions, fines or other sanctions or litigation. If we must disclose any material weakness in our internal control over financial reporting, the trading price of the notes could decline.

Different interpretations of accounting principles could have a material adverse effect on our results of operations or financial condition.

Generally accepted accounting principles are complex, continually evolving and may be subject to varied interpretation by us, our independent registered public accounting firm and the SEC. Such varied interpretations could result from differing views related to specific facts and circumstances. Differences in interpretation of generally accepted accounting principles could have a material adverse effect on our financial position or results of operations.

We continue to see rising costs in construction materials and labor. Such increased costs could have an adverse effect on the cash flow return on investment relating to our capital projects.

The cost of construction materials and labor has significantly increased. As we continue to invest in modern technologies, emergency rooms and operating room expansions, the construction of medical office buildings for physician expansion and reconfiguring the flow of patient care, we spend large amounts of money generated from our operating cash flow or borrowed funds. In addition, we have a commitment with an unrelated third party to build a newly constructed facility with a specified minimum number of beds and services. Although we evaluate the financial feasibility of such projects by determining whether the projected cash flow return on investment exceeds our cost of capital, such returns may not be achieved if the cost of construction continues to rise significantly or the expected patient volumes are not attained.

The deterioration of credit and capital markets may adversely affect our access to sources of funding, and we cannot be certain of the availability and terms of capital to fund the growth of our business when needed.

We require substantial capital resources to fund our acquisition growth strategy and our ongoing capital expenditure programs for renovation, expansion, construction and addition of medical equipment and technology. We believe that our capital expenditure program is adequate to expand, improve and equip our existing hospitals. We cannot predict, however, whether financing for our growth plans and capital expenditure programs will be available to us on satisfactory terms when needed, which could harm our business.

To fund all or a portion of our future financing needs, we rely on borrowings from various sources including fixed rate, long-term debt as well as borrowings pursuant to our revolving credit facility and accounts receivable securitization program. If any of the lenders were unable to fulfill their future commitments, our liquidity could be impacted, which could have a material unfavorable impact our results of operations and financial condition.

In addition, global capital markets have experienced volatility that has tightened access to capital markets and other sources of funding. In the event we need to access the capital markets or other sources of financing, there can be no assurance that we will be able to obtain financing on acceptable terms or within an acceptable time. Our inability to obtain financing on terms acceptable to us could have a material unfavorable impact on our results of operations, financial condition and liquidity.

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 hospital management personnel could harm our business.

The expertise and efforts of our senior executives and key members of our local hospital 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 local hospital 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 right to elect the majority of our Board of Directors and the majority of the general shareholder voting power resides with the holders of Class A and C Common Stock, the majority of which is owned by Alan B. Miller, our Chief Executive Officer and Chairman of our Board of Directors.

Our Restated Certificate of Incorporation provides that, with respect to the election of directors, holders of Class A Common Stock vote as a class with the holders of Class C Common Stock, and holders of Class B Common Stock vote as a class with holders of Class D Common Stock, with holders of all classes of our Common Stock entitled to one vote per share.

As of March 31, 2010, the shares of Class A and Class C Common Stock constituted 7.5% of the aggregate outstanding shares of our Common Stock, had the right to elect six members of the Board of Directors and constituted 87.3% of our general voting power. As of March 31, 2010, the shares of Class B and Class D Common Stock (excluding shares issuable upon exercise of options) constituted 92.5% of the outstanding shares of our Common Stock, had the right to elect two members of the Board of Directors and constituted 12.7% of our general voting power.

As to matters other than the election of directors, our Restated Certificate of Incorporation provides that holders of Class A, Class B, Class C and Class D Common Stock all vote together as a single class, except as otherwise provided by law.

Each share of Class A Common Stock entitles the holder thereof to one vote; each share of Class B Common Stock entitles the holder thereof to one-tenth of a vote; each share of Class C Common Stock entitles the holder thereof to 100 votes (provided the holder of Class C Common Stock holds a number of shares of Class A Common Stock equal to ten times the number of shares of Class C Common Stock that holder holds); and each share of Class D Common Stock entitles the holder thereof to ten votes (provided the holder of Class D Common Stock holds a number of shares of Class B Common Stock equal to ten times the number of shares of Class D Common Stock that holder holds).

In the event a holder of Class C or Class D Common Stock holds a number of shares of Class A or Class B Common Stock, respectively, less than ten times the number of shares of Class C or Class D Common Stock that holder holds, then that holder will be entitled to only one vote for every share of Class C Common Stock, or one-tenth of a vote for every share of Class D Common Stock, which that holder holds in excess of one-tenth the

number of shares of Class A or Class B Common Stock, respectively, held by that holder. The Board of Directors, in its discretion, may require beneficial owners to provide satisfactory evidence that such owner holds ten times as many shares of Class A or Class B Common Stock as Class C or Class D Common Stock, respectively, if such facts are not apparent from our stock records.

Since a substantial majority of the Class A shares and Class C shares are controlled by Mr. Alan B. Miller and members of his family who are also directors and officers of our company, and they can elect a majority of our company's directors and effect or reject most actions requiring approval by stockholders without the vote of any other stockholders, there are potential conflicts of interest in overseeing the management of our company.

In addition, because this concentrated control could discourage others from initiating any potential merger, takeover or other change of control transaction that may otherwise be beneficial to our businesses, our business and prospects and the trading price of the notes could be adversely affected.

Risks Related to the Notes and the Exchange Offer

We may not be able to generate sufficient cash to service all of our indebtedness, including the notes, and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or refinance our debt obligations, including the notes, depends on our financial condition and operating performance, which are subject to prevailing economic and competitive conditions and to certain financial, business, legislative, regulatory and other factors beyond our control. We may be unable to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness, including the notes.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures or to dispose of material assets or operations, seek additional debt or equity capital or restructure or refinance our indebtedness, including the notes. We may not be able to effect any such alternative measures on commercially reasonable terms or at all and, even if successful, those alternative actions may not allow us to meet our scheduled debt service obligations. The credit agreement governing the senior credit facility and the indenture that governs the notes restrict our ability to dispose of assets and use the proceeds from those dispositions and may also restrict our ability to raise debt or equity capital to be used to repay other indebtedness when it becomes due. We may not be able to consummate those dispositions or to obtain proceeds in an amount sufficient to meet any debt service obligations then due.

In addition, we conduct our operations through our subsidiaries, certain of which in the future may not be guarantors of the notes or our other indebtedness. Accordingly, repayment of our indebtedness, including the notes, is dependent on the generation of cash flow by our subsidiaries and their ability to make such cash available to us, by dividend, debt repayment or otherwise. Unless they are guarantors of the notes or our other indebtedness, our subsidiaries do not have any obligation to pay amounts due on the notes or our other indebtedness or to make funds available for that purpose. Our subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of our indebtedness, including the notes. Each subsidiary is a distinct legal entity, and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our subsidiaries. While the indenture that governs the notes and the agreements governing certain of our other existing indebtedness limit the ability of our subsidiaries to incur consensual restrictions on their ability to pay dividends or make other intercompany payments to us, these limitations are subject to qualifications and exceptions. In the event that we do not receive distributions from our subsidiaries, we may be unable to make required principal and interest payments on our indebtedness, including the notes.

Our inability to generate sufficient cash flows to satisfy our debt obligations, or to refinance our indebtedness on commercially reasonable terms or at all, would materially and adversely affect our financial position and results of operations and our ability to satisfy our obligations under the notes.

If we cannot make scheduled payments on our debt, we will be in default and holders of the notes could declare all outstanding principal and interest to be due and payable, the lenders under the senior credit facility could terminate their commitments to loan money, our secured lenders could foreclose against the assets securing their borrowings and we could be forced into bankruptcy or liquidation. All of these events could result in your losing your investment in the notes.

Despite our current level of indebtedness, we and our subsidiaries may still be able to incur substantially more debt. This could further exacerbate the risks to our financial condition described above.

We and our subsidiaries may be able to incur significant additional indebtedness in the future. Although the indenture that governs the notes and the credit agreement governing our senior credit facility contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions, and the additional indebtedness incurred in compliance with these restrictions could be substantial. If we incur any additional indebtedness that ranks equally with the notes, subject to collateral arrangements, the holders of that debt will be entitled to share ratably with you in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding up of our company. This may have the effect of reducing the amount of proceeds paid to you. These restrictions also do not prevent us from incurring obligations that do not constitute indebtedness. In addition, as of December 31, 2010, we had an aggregate of $577 million of available borrowing capacity pursuant to the terms of our credit agreement and our accounts receivable securitization program, net of $71 million of outstanding letters of credit and $3 million of outstanding borrowings pursuant to a short-term, on-demand note. All of those borrowings would be secured indebtedness. If new debt is added to our current debt levels, the related risks that we and the subsidiary guarantors now face could intensify. See “Description of Exchange Notes” in this prospectus and “Item 7—Management’s Discussion and Analysis of Financial Condition and Results of Operations—Capital Resources—Credit Facilities and Outstanding Debt Securities” in our Annual Report on Form 10-K for the year ended December 31, 2010, incorporated by reference in this prospectus.

The terms of our credit agreement governing our senior credit facility and the indenture that governs the notes restrict our current and future operations, particularly our ability to respond to changes or to take certain actions.

The indenture that governs the notes offered hereby and the credit agreement governing our senior credit facility contain a number of restrictive covenants that impose significant operating and financial restrictions on us and may limit our ability to engage in acts that may be in our long-term best interest, including restrictions on our ability to:

- incur additional indebtedness;
- pay dividends or make other distributions or repurchase or redeem capital stock;
- prepay, redeem or repurchase certain debt;
- make loans and investments;
- sell assets;
- incur liens;
- enter into transactions with affiliates;
- alter the businesses we conduct;
- enter into agreements restricting our subsidiaries’ ability to pay dividends; and
- consolidate, merge or sell all or substantially all of our assets.

In addition, the restrictive covenants in the credit agreement governing our senior credit facility require us to maintain specified financial ratios and satisfy other financial condition tests. Our ability to meet those financial ratios and tests can be affected by events beyond our control.

A breach of the covenants under the indenture that governs the notes or under the credit agreement governing our senior credit facility could result in an event of default under the applicable indebtedness. Such a default may allow the creditors to accelerate the related debt and may result in the acceleration of any other debt to which a cross-acceleration or cross-default provision applies. In addition, an event of default under the credit agreement governing our senior credit facility would permit the lenders under our senior credit facility to terminate all commitments to extend further credit under that facility. Furthermore, if we were unable to repay the amounts due and payable under our senior credit facility, those lenders could proceed against the collateral granted to them to secure that indebtedness. In the event our lenders or noteholders accelerate the repayment of our borrowings, we and our subsidiaries may not have sufficient assets to repay that indebtedness. As a result of these restrictions, we may be:

- limited in how we conduct our business;
- unable to raise additional debt or equity financing to operate during general economic or business downturns; or
- unable to compete effectively or to take advantage of new business opportunities.

These restrictions may affect our ability to grow in accordance with our strategy.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under our senior credit facility are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness will increase even though the amount borrowed remained the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. Assuming all revolving loans are fully drawn, each one-eighth percentage point change in interest rates would result in a $4.6 million change in annual interest expense on our indebtedness under our senior credit facility. In the future, we may enter into interest rate swaps that involve the exchange of floating for fixed rate interest payments in order to reduce interest rate volatility. However, we may not maintain interest rate swaps with respect to all of our variable rate indebtedness, and any swaps we enter into may not fully mitigate our interest rate risk.

The notes are effectively subordinated to our and our subsidiary guarantors' indebtedness under the senior credit facility, our existing senior and our other secured indebtedness to the extent of the value of the property securing that indebtedness.

The notes are not secured by any of our or our subsidiary guarantors' assets. As a result, the notes and the guarantees are effectively subordinated to our and our subsidiary guarantors' indebtedness under the senior credit facility and our other secured indebtedness with respect to the assets that secure that indebtedness. As of December 31, 2010, we had an aggregate of $577 million of available borrowing capacity pursuant to the terms of our credit agreement. In addition, concurrently with entering into the credit agreement on November 15, 2010, we equally and ratably secured our existing 7.125% senior notes due 2016 and our existing 6.75% senior notes due 2011 with the collateral that secures our senior credit facility. We may also incur additional secured debt in the future. The effect of this subordination is that upon a default in payment on, or the acceleration of, any of our secured indebtedness, or in the event of bankruptcy, insolvency, liquidation, dissolution or reorganization of our company or the subsidiary guarantors of the senior credit facility or of that other secured debt, the proceeds from the sale of assets securing our secured indebtedness will be available to pay obligations on the notes only after all indebtedness under the senior credit facility and that other secured debt has been paid in full. As a result, the holders of the notes may receive less, ratably, than the holders of secured debt in the event of our or our subsidiary guarantors' bankruptcy, insolvency, liquidation, dissolution or reorganization.

The notes are structurally subordinated to all obligations of our existing and future subsidiaries that are not and do not become guarantors of the notes.

The notes are guaranteed by each of our existing and subsequently acquired or organized subsidiaries that guarantee the senior credit facility or that, in the future, guarantee our indebtedness or indebtedness of another guarantor. Our subsidiaries that do not guarantee the notes, including all of our non-domestic subsidiaries, have no obligation, contingent or otherwise, to pay amounts due under the notes or to make any funds available to pay those amounts, whether by dividend, distribution, loan or other payment. The notes are structurally subordinated to all indebtedness and other obligations of any non-guarantor subsidiary such that in the event of insolvency, liquidation, reorganization, dissolution or other winding up of any subsidiary that is not a guarantor, all of that subsidiary's creditors (including trade creditors and preferred stockholders, if any) would be entitled to payment in full out of that subsidiary's assets before we would be entitled to any payment.

In addition, the indenture that governs the notes permits, subject to some limitations, these subsidiaries to incur additional indebtedness and does not contain any limitation on the amount of other liabilities, such as trade payables, that may be incurred by these subsidiaries.

For the year ended December 31, 2010, our non-guarantor subsidiaries represented approximately 6% of our net revenues (exclusive of net revenues attributable to our joint venture partners). As of December 31, 2010, our non-guarantor subsidiaries represented approximately 27% of our total assets and had $2 million of total liabilities, excluding intercompany balances.

In addition, our subsidiaries that provide, or will provide, guarantees of the notes will be automatically released from those guarantees upon the occurrence of certain events, including the following:

- the designation of that subsidiary guarantor as an unrestricted subsidiary;
- the release or discharge of any guarantee or indebtedness that resulted in the creation of the guarantee of the notes by such subsidiary guarantor; or
- the sale or other disposition, including the sale of substantially all the assets, of that subsidiary guarantor.

If any subsidiary guarantee is released, no holder of the notes will have a claim as a creditor against that subsidiary, and the indebtedness and other liabilities, including trade payables and preferred stock, if any, whether secured or unsecured, of that subsidiary will be effectively senior to the claim of any holders of the notes. See "Description of Exchange Notes—Note guarantees."

We may not be able to repurchase the notes upon a change of control.

Upon the occurrence of specific kinds of change of control events, we will be required to offer to repurchase all outstanding notes at 101% of their principal amount, plus accrued and unpaid interest to the purchase date. Additionally, under the senior credit facility, a change of control (as defined therein) constitutes an event of default that permits the lenders to accelerate the maturity of borrowings under the respective agreements and terminate their commitments to lend. The source of funds for any purchase of the notes and repayment of borrowings under our senior credit facility would be our available cash or cash generated from our subsidiaries' operations or other sources, including borrowings, sales of assets or sales of equity. We may not be able to repurchase the notes upon a change of control because we may not have sufficient financial resources to purchase all of the debt securities that are tendered upon a change of control and repay our other indebtedness that will become due. We may require additional financing from third parties to fund any such purchases, and we may be unable to obtain financing on satisfactory terms or at all. Further, our ability to repurchase the notes may be limited by law. In order to avoid the obligations to repurchase the notes and events of default and potential breaches of the credit agreement governing our senior credit facility, we may have to avoid certain change of control transactions that would otherwise be beneficial to us.

In addition, some important corporate events, such as leveraged recapitalizations, may not, under the indenture that governs the notes, constitute a "change of control" that would require us to repurchase the notes, even though those corporate events could increase the level of our indebtedness or otherwise adversely affect our capital structure, credit ratings or the value of the notes. See "Description of Exchange Notes—Repurchase at the option of holders—Change of control."

Holders of the notes may not be able to determine when a change of control giving rise to their right to have the notes repurchased has occurred following a sale of "substantially all" of our assets.

The definition of change of control in the indenture that governs the notes includes a phrase relating to the sale of "all or substantially all" of our assets. There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, the ability of a holder of notes to require us to repurchase its notes as a result of a sale of less than all our assets to another person may be uncertain.

Federal and state fraudulent transfer laws may permit a court to void the notes and/or the guarantees, and if that occurs, you may not receive any payments on the notes.

Federal and state fraudulent transfer and conveyance statutes may apply to the issuance of the notes and the incurrence of the guarantees of the notes. Under federal bankruptcy law and comparable provisions of state fraudulent transfer or conveyance laws, which may vary from state to state, the notes or the guarantees thereof could be voided as a fraudulent transfer or conveyance if we or any of the subsidiary guarantors, as applicable, (a) issued the notes or incurred the guarantees with the intent of hindering, delaying or defrauding creditors or (b) received less than reasonably equivalent value or fair consideration in return for either issuing the notes or incurring the guarantees and, in the case of (b) only, one of the following is also true at the time thereof:

- we or any of the subsidiary guarantors, as applicable, were insolvent or rendered insolvent by reason of the issuance of the notes or the incurrence of the guarantees;
- the issuance of the notes or the incurrence of the guarantees left us or any of the subsidiary guarantors, as applicable, with an unreasonably small amount of capital or assets to carry on the business;
- we or any of the subsidiary guarantors intended to, or believed that we or such guarantor would, incur debts beyond our or the subsidiary guarantor's ability to pay as they mature; or
- we or any of the subsidiary guarantors were a defendant in an action for money damages, or had a judgment for money damages docketed against us or the subsidiary guarantor if, in either case, the judgment is unsatisfied after final judgment.

As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or a valid antecedent debt is secured or satisfied. A court would likely find that a subsidiary guarantor did not receive reasonably equivalent value or fair consideration for its guarantee to the extent the subsidiary guarantor did not obtain a reasonably equivalent benefit directly or indirectly from the issuance of the notes.

We cannot be certain as to the standards a court would use to determine whether or not we or the subsidiary guarantors were insolvent at the relevant time or, regardless of the standard that a court uses, whether the notes or the guarantees would be subordinated to our or any of our guarantors' other debt. In general, however, a court would deem an entity insolvent if:

- the sum of its debts, including contingent and unliquidated liabilities, was greater than the fair saleable value of all of its assets;
- 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, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they became due.

If a court were to find that the issuance of the notes or the incurrence of a guarantee was a fraudulent transfer or conveyance, the court could void the payment obligations under the notes or that guarantee, could subordinate the notes or that guarantee to presently existing and future indebtedness of ours or of the related guarantor or could require the holders of the notes to repay any amounts received with respect to that guarantee. In the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the notes. Further, the avoidance of the notes could result in an event of default with respect to our and our subsidiaries' other debt that could result in acceleration of that debt.

Finally, as a court of equity, the bankruptcy court may subordinate the claims in respect of the notes to other claims against us under the principle of equitable subordination if the court determines that (1) the holder of notes engaged in some type of inequitable conduct, (2) the inequitable conduct resulted in injury to our other creditors or conferred an unfair advantage upon the holders of notes and (3) equitable subordination is not inconsistent with the provisions of the bankruptcy code.

There are significant restrictions on your ability to transfer or resell the outstanding notes.

The outstanding notes were offered and sold pursuant to an exemption from registration under the Securities Act and applicable state securities laws. Therefore, you may transfer or resell the outstanding notes in the United States only in a transaction registered under or exempt from the registration requirements of the Securities Act and applicable state securities laws, and you may be required to bear the risk of your investment for an indefinite period of time.

Under the registration rights agreement, we have agreed to file the exchange offer registration statement of which this prospectus forms a part with the SEC and to use our reasonable best efforts to cause the registration statement to become effective with respect to the exchange notes. The SEC, however, has broad discretion to declare any registration statement effective and may delay, defer or suspend the effectiveness of any registration statement for a variety of reasons. If issued under an effective registration statement, the exchange notes generally may be resold or otherwise transferred by each holder of the exchange notes with no need for further registration. However, the exchange notes will constitute a new issue of securities with no established trading market. An active trading market for the exchange notes may not develop, or, in the case of non-exchanging holders of the outstanding notes, the trading market for the outstanding notes following the exchange offer may not continue.

Your ability to transfer the outstanding notes or the exchange notes may be limited by the absence of an active trading market and an active trading market may not develop for the outstanding notes or the exchange notes.

The outstanding notes have no established trading market. We expect the outstanding notes to be eligible for trading by "qualified institutional buyers," as defined under Rule 144A, but we do not intend to list the outstanding notes or any exchange notes on any national securities exchange or include the outstanding notes or any exchange notes in any automated quotation system. The initial purchasers of the outstanding notes have advised us that they intend to make a market in the outstanding notes, and the exchange notes, if issued, as permitted by applicable laws and regulations. However, the initial purchasers are not obligated to make a market in the outstanding notes or the exchange notes, and, if commenced, they may discontinue their market-making activities at any time without notice. In addition, market making activities may be limited during the exchange offer or while the effectiveness of a shelf registration statement is pending.

Therefore, an active market for the outstanding notes or the exchange notes may not develop or be maintained, which would adversely affect the market price and liquidity of the outstanding notes or the exchange notes. In that case, the holders of the outstanding notes or the exchange notes may not be able to sell their notes at a particular time or at a favorable price.

Even if an active trading market for the outstanding notes or the exchange notes does develop, there is no guarantee that it will continue. Historically, the market for non-investment grade debt has been subject to severe disruptions that have caused substantial volatility in the prices of securities similar to the outstanding notes or the exchange notes. The market, if any, for the outstanding notes or the exchange notes may experience similar disruptions, and any such disruptions may adversely affect the liquidity in that market or the prices at which you may sell your outstanding notes or exchange notes. In addition, the outstanding notes, and subsequent to their initial issuance, the exchange notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our performance and other factors.

If you do not properly tender your outstanding notes, you will continue to hold unregistered notes and your ability to transfer your outstanding notes will remain restricted and may be adversely affected.

We will only issue exchange notes in exchange for outstanding notes that you timely and properly tender. Therefore, you should allow sufficient time to ensure timely delivery of the outstanding notes and you should carefully follow the instructions on how to tender your outstanding notes. Neither we nor the exchange agent is required to tell you of any defects or irregularities with respect to your tender of outstanding notes.

If you do not exchange your outstanding notes for exchange notes pursuant to the exchange offer, the outstanding notes you hold will continue to be subject to the existing transfer restrictions, as described above. Following completion of the exchange offer, we do not plan to register outstanding notes under the Securities Act unless our registration rights agreement with the initial purchasers of the outstanding notes requires us to do so. Further, if you continue to hold any outstanding notes after the exchange offer is consummated, you may have trouble selling them because there will be fewer of these notes outstanding.

A lowering or withdrawal of the ratings assigned to our debt securities by rating agencies may increase our future borrowing costs and reduce our access to capital.

Our debt currently has a non-investment grade rating, and any rating assigned could be lowered or withdrawn entirely by a rating agency if, in that rating agency’s judgment, future circumstances relating to the basis of the rating, such as adverse changes, so warrant. Consequently, real or anticipated changes in our credit ratings will generally affect the market value of the notes. Credit ratings are not recommendations to purchase, hold or sell the notes. Additionally, credit ratings may not reflect the potential effect of risks relating to the structure or marketing of the notes.

Any future lowering of our ratings likely would make it more difficult or more expensive for us to obtain additional debt financing. If any credit rating initially assigned to the notes is subsequently lowered or withdrawn for any reason, you may not be able to resell your notes without a substantial discount.

USE OF PROCEEDS

We will not receive any cash proceeds from the issuance of the exchange notes in the exchange offer. The exchange offer is intended to satisfy our obligations under the registration rights agreement. In consideration for issuing the exchange notes as contemplated by this prospectus, we will receive outstanding notes in a like principal amount. The outstanding notes surrendered in exchange for the exchange notes will be retired and cancelled and will not be reissued. Accordingly, the issuance of the exchange notes will not result in any change in our outstanding indebtedness.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for the periods indicated. The ratio of earnings to fixed charges is computed by dividing fixed charges into earnings from continuing operations before income tax and extraordinary items plus fixed charges. For the purposes of computing the ratio of earnings to fixed charges, earnings consist of pretax income (loss) from continuing operations plus fixed charges.

	Year Ended December 31,				
	2006	2007	2008	2009	2010
Ratio of earnings to fixed charges	6.0	4.8	5.2	6.9	4.9

As of the date of this prospectus, we have no shares of preferred stock outstanding and have not declared or paid any dividends on shares of preferred stock for the periods set forth above.

SELECTED CONSOLIDATED FINANCIAL AND OPERATING DATA

The following selected consolidated financial and operating data should be read in connection with, and are qualified by reference to, our financial statements and related notes filed with the SEC, and "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2010, incorporated by reference in this prospectus.

	Year Ended December 31				
	2010 (4)	2009	2008	2007	2006
Summary of Operations (in thousands)					
Net revenues	$5,568,185	$5,202,379	$5,022,417	$4,683,150	$4,124,692
Income from continuing operations before income taxes	$ 428,097	$ 474,722	$ 357,012	$ 318,628	$ 289,937
Net income attributable to UHS	$ 230,183	$ 260,373	$ 199,377	$ 170,387	$ 259,458
Net margin	4.1%	5.0%	4.0%	3.6%	6.3%
Return on average equity	12.1%	15.4%	13.0%	11.3%	18.9%
Financial Data (in thousands)					
Cash provided by operating activities	$ 501,344	$ 541,262	$ 494,187	$ 381,446	$ 199,945
Capital expenditures, net (1)	$ 239,274	$ 379,748	$ 354,537	$ 339,813	$ 341,140
Total assets	$7,527,936	$3,964,463	$3,742,462	$3,608,657	$3,277,042
Long-term borrowings	$3,912,102	$ 956,429	$ 990,661	$1,008,786	$ 821,363
UHS's common stockholders' equity	$1,978,772	$1,751,071	$1,543,850	$1,517,199	$1,402,464
Percentage of total debt to total capitalization	66%	35%	39%	40%	37%
Operating Data—Acute Care Hospitals (2)					
Average licensed beds	5,689	5,484	5,452	5,292	4,947
Average available beds	5,383	5,128	5,145	4,985	4,658
Inpatient admissions	264,470	265,244	263,536	256,681	240,451
Average length of patient stay	4.4	4.4	4.5	4.5	4.4
Patient days	1,155,984	1,166,704	1,182,894	1,149,399	1,069,890
Occupancy rate for licensed beds	56%	58%	59%	60%	59%
Occupancy rate for available beds	59%	62%	63%	63%	63%
Operating Data—Behavioral Health Facilities					
Average licensed beds	9,427	7,921	7,658	7,348	6,607
Average available beds	9,409	7,901	7,629	7,315	6,540
Inpatient admissions	166,434	136,639	129,553	119,730	111,490
Average length of patient stay	15.1	15.4	16.1	16.8	16.6
Patient days	2,507,046	2,105,625	2,085,114	2,007,119	1,855,306
Occupancy rate for licensed beds	73%	73%	74%	75%	77%
Occupancy rate for available beds	73%	73%	75%	75%	78%
Per Share Data (3)					
Income from continuing operations attributable to UHS—basic	$ 2.37	$ 2.65	$ 1.90	$ 1.59	$ 1.46
Income from continuing operations attributable to UHS—diluted	$ 2.34	$ 2.64	$ 1.90	$ 1.59	$ 1.42
Net income attributable to UHS—basic	$ 2.37	$ 2.65	$ 1.96	$ 1.59	$ 2.38
Net income attributable to UHS—diluted	$ 2.34	$ 2.64	$ 1.96	$ 1.59	$ 2.28
Dividends declared	$ 0.20	$ 0.17	$ 0.16	$ 0.16	$ 0.16
Other Information (3) (in thousands)					
Weighted average number of shares outstanding—basic	96,786	97,794	101,222	106,762	109,114
Weighted average number of shares and share equivalents outstanding—diluted	97,973	98,275	101,418	106,878	115,816

(1) Amounts exclude non-cash capital lease obligations, if any.

(2) Excludes statistical information related to divested facilities and facilities held for sale.

(3) All periods have been adjusted to reflect the two-for-one stock split in the form of a 100% stock dividend paid in December, 2009.

(4) Includes data for the facilities acquired from PSI on November 15, 2010 from the date of acquisition through December 31, 2010, excluding the data for the 3 former PSI facilities that are reflected as discontinued operations, as discussed in our financial statements for the year ended December 31, 2010, included in our Current Report on Form 8-K filed on April 1, 2011 incorporated by reference in this prospectus.

THE EXCHANGE OFFER

Purpose and Effect

On September 29, 2010, UHS Escrow Corporation, a former UHS subsidiary, completed a private offering of the outstanding notes. The proceeds of the offering of the outstanding notes were held in escrow pending completion of the PSI acquisition and the satisfaction of other conditions. On November 15, 2010, upon completion of the PSI acquisition, UHS Escrow Corporation was merged with and into UHS, and UHS assumed all of UHS Escrow Corporation's obligations under the outstanding notes and the related indenture. The proceeds of the offering of the outstanding notes were used to pay a portion of the PSI acquisition purchase price. In addition, UHS and the subsidiary guarantors executed joinders to a registration rights agreement that had been entered into by UHS Escrow Corporation and the initial purchasers of the outstanding notes on September 29, 2010. In the registration rights agreement, UHS and the subsidiary guarantors agreed, for the benefit of the holders of the outstanding notes, to (1) file the registration statement of which this prospectus forms a part, with respect to a registered offer to exchange the outstanding notes for the exchange notes guaranteed by the subsidiary guarantors, with terms substantially identical in all material respects to the outstanding notes, as applicable (except that the exchange notes will not contain terms with respect to transfer restrictions or any increase in annual interest rate) and (2) use our reasonable best efforts to cause this registration statement to be declared effective under the Securities Act. In addition, we agreed to, upon effectiveness of the exchange offer registration statement, offer the exchange notes (and the related note guarantees) in return for the outstanding notes.

The exchange offer will remain open until the expiration date specified under "—Terms of the Exchange Offer" below (which is at least 20 business days (or longer if required by applicable law) after the date we mail notice of the exchange offer to the holders of outstanding notes). For each outstanding note surrendered to us under the exchange offer, the holders of outstanding notes will receive an exchange note of equal principal amount. Interest on each exchange note will accrue (1) from the last interest payment date on which interest was paid on the outstanding note surrendered in exchange therefor or (2) if no interest has been paid on the outstanding note, from September 29, 2010. A holder of outstanding notes that participates in the exchange offer will be required to make certain representations to us (as described below). We and the subsidiary guarantors will use our reasonable best efforts to complete the exchange offer not later than 60 days after the exchange offer registration statement of which this prospectus forms a part becomes effective. Under existing interpretations of the SEC contained in several no-action letters to third parties, the exchange notes (and the related note guarantees) will generally be freely transferable after the exchange offer without further registration under the Securities Act, except that any broker-dealer that participates in the exchange must deliver a prospectus meeting the requirements of the Securities Act when it resells the exchange notes.

We have agreed to make available, during the period required by the Securities Act, a prospectus meeting the requirements of the Securities Act for use by participating broker-dealers and other persons, if any, with similar prospectus delivery requirements for use in connection with any resale of exchange notes. Outstanding notes not tendered in the exchange offer will bear interest at the rate of 7% per annum and be subject to all the terms and conditions specified in the indenture, including transfer restrictions, but will not retain any rights under the registration rights agreement (including with respect to increases in annual interest rate described below) after the consummation of the exchange offer.

In the event that we and the subsidiary guarantors determine that a registered exchange offer is not available or may not be completed because it would violate any applicable law or applicable interpretations of the staff of the SEC, if for any reason, the exchange offer is not for any other reason completed within 180 days of November 15, 2010 (the "*completion date*"), or, in certain circumstances, any initial purchaser of the outstanding notes so requests in connection with any offer or sale of outstanding notes, we and the subsidiary guarantors will use our reasonable best efforts to cause to become effective a shelf registration statement relating to resales of the outstanding notes and to keep that shelf registration statement effective until the date that the outstanding notes cease to be "registrable securities" (as defined in the registration rights agreement), or such shorter period that will terminate when all outstanding notes covered by the shelf registration statement have been sold pursuant to

the shelf registration statement. We and the subsidiary guarantors will, in the event of such a shelf registration, provide to each participating holder of outstanding notes copies of a prospectus, notify each participating holder of outstanding notes when the shelf registration statement has become effective and take certain other actions to permit resales of the outstanding notes. A holder of outstanding notes that sells outstanding notes under the shelf registration statement generally will be required to make certain representations to us (as described in the registration rights agreement), to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with those sales and will be bound by the provisions of the registration rights agreement that are applicable to such a holder of outstanding notes (including certain indemnification obligations). Holders of outstanding notes will also be required to suspend their use of the prospectus included in the shelf registration statement under specified circumstances upon receipt of notice from us. Under applicable interpretations of the staff of the SEC, our affiliates will not be permitted to exchange their outstanding notes for registered exchange notes in the exchange offer.

If (1) we have not exchanged exchange notes for all outstanding notes validly tendered in accordance with the terms of the exchange offer or, if a shelf registration statement is required and is not declared effective, on or prior to the 180th day after the completion date or (2) if applicable, a shelf registration statement covering resales of the outstanding notes has been declared effective and such shelf registration statement ceases to be effective or the prospectus contained therein ceases to be usable at any time during the required effectiveness period, and such failure to remain effective or be usable exists for more than 30 days (whether or not consecutive) in any 12-month period (the 30th such date, the "*Trigger Date*"), then additional interest shall accrue on the principal amount of the notes that are "registrable securities" at a rate of 0.25% per annum (which rate will be increased by an additional 0.25% per annum for each subsequent 90-day period that such additional interest continues to accrue, provided that the rate at which such additional interest accrues may in no event exceed 1.00% per annum) commencing on (a) the 181st day following the completion date, in the case of (1) above, or (b) the Trigger Date, in the case of (2) above, until the exchange offer is completed or the shelf registration statement is declared effective or the prospectus again becomes usable, as applicable, or such outstanding notes cease to be "registrable securities." In the case of a shelf registration statement required to be filed pursuant to a request by an initial purchaser, the increase in interest rate described above begins to apply on the later of the 181st day following the completion date and the 90th day following such request, if the shelf registration statement has not yet become effective.

Any amounts of additional interest due will be payable in cash on the same original interest payment dates as interest on the outstanding notes is payable. The exchange notes will be accepted for clearance through The Depository Trust Company ("DTC").

This summary of the provisions of the registration rights agreement does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the registration rights agreement. A copy of the registration rights agreement has been filed as an exhibit to the exchange offer registration statement of which this prospectus is a part.

Following the completion of the exchange offer, holders of outstanding notes not tendered will not have any further registration rights other than as set forth in the paragraphs below, and the outstanding notes will continue to be subject to certain restrictions on transfer. Additionally, the liquidity of the market for the outstanding notes could be adversely affected upon consummation of the exchange offer. See "Risk Factors—Risks Related to the Notes and the Exchange Offer—If you do not properly tender your outstanding notes, you will continue to hold unregistered notes and your ability to transfer your outstanding notes will remain restricted and may be adversely affected."

In order to participate in the exchange offer, a holder must represent to us, among other things, that:

- the exchange notes to be received by the holder will be acquired in the ordinary course of the holder's business;

- at the time of the commencement of the exchange offer, the holder has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the exchange notes in violation of the provisions of the Securities Act;
- the holder is not an "affiliate" (within the meaning of Rule 405 under the Securities Act) of UHS or any subsidiary guarantor; and
- 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 or other trading activities, then the holder will deliver a prospectus (or, to the extent permitted by law, make available a prospectus to purchasers) in connection with any resale of the exchange notes.

Based on an interpretation by the SEC's staff set forth in no-action letters issued to third parties unrelated to us, we believe that, with the exceptions set forth below, exchange notes issued in the exchange offer may be offered for resale, resold and otherwise transferred by the holder of exchange notes without compliance with the registration and prospectus delivery requirements of the Securities Act, unless the holder:

- is our "affiliate" within the meaning of Rule 405 under the Securities Act;
- is a broker-dealer who purchased notes directly from us for resale under Rule 144A or Regulation S or any other available exemption under the Securities Act;
- acquired the exchange notes other than in the ordinary course of the holder's business; or
- has an arrangement with any person to engage in the distribution of the exchange notes.

Any holder who tenders in the exchange offer for the purpose of participating in a distribution of the exchange notes cannot rely on this interpretation by the SEC's staff and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction. Each broker-dealer that receives exchange notes for its own account in exchange for outstanding notes, where such exchange notes were acquired by such broker-dealer 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. See "Plan of Distribution." Broker-dealers who acquired outstanding notes directly from us and not as a result of market making activities or other trading activities may not rely on the staff's interpretations discussed above or participate in the exchange offer, and must comply with the prospectus delivery requirements of the Securities Act in order to sell the outstanding notes.

Terms of the Exchange Offer

Upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal, we will accept any and all outstanding notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on , 2011, or such date and time to which we extend the offer. We will issue $1,000 in 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 exchange notes will evidence the same debt as the outstanding notes and will be issued under the terms of, and entitled to the benefits of, the indenture relating to the outstanding notes.

As of the date of this prospectus, $250.0 million in aggregate principal amount of the outstanding notes were outstanding and registered in the name of Cede & Co., as nominee for DTC. This prospectus, together with the letter of transmittal, is being sent to the registered holder and to others believed to have beneficial interests in the outstanding notes. We intend to conduct the exchange offer in accordance with the applicable requirements of the Exchange Act and the rules and regulations of the SEC promulgated under the Exchange Act.

We will be deemed to have accepted validly tendered outstanding notes when, as and if we have given oral or written notice thereof to Union Bank, N.A., 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 other events set forth under the heading "—Conditions to the Exchange Offer" or otherwise, certificates for any such unaccepted outstanding notes will be returned, without expense, to the tendering holder of those outstanding notes as promptly as practicable after the expiration date unless the exchange offer is extended.

Holders who tender outstanding notes in the exchange offer will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes with respect to the exchange of notes in the exchange offer. We will pay all charges and expenses, other than certain applicable taxes, applicable to the exchange offer. See "—Fees and Expenses."

Expiration Date; Extensions; Amendments

The expiration date will be 5:00 p.m., New York City time, on , 2011, unless we, in our sole discretion, extend the exchange offer, in which case the expiration date shall be the latest date and time to which the exchange offer is extended. In order to extend the exchange offer, we will notify the exchange agent and each registered holder of any extension by oral or written notice prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. We reserve the right, in our sole discretion:

- to delay accepting any outstanding notes, to extend the exchange offer or, if any of the conditions set forth under "—Conditions to the Exchange Offer" shall not have been satisfied, to terminate the exchange offer, by giving oral or written notice of that delay, extension or termination to the exchange agent, or
- to amend the terms of the exchange offer in any manner.

In the event that we make a fundamental change to the terms of the exchange offer, we will file a post-effective amendment to the registration statement.

Procedures for Tendering

Only a holder of outstanding notes may tender the outstanding notes in the exchange offer. Except as set forth under "—Book-Entry Transfer," to tender in the exchange offer a holder must complete, sign and date the letter of transmittal, or a copy of the letter of transmittal, have the signatures on the letter of transmittal guaranteed if required by the letter of transmittal and mail or otherwise deliver the letter of transmittal or copy to the exchange agent prior to the expiration date. In addition,

- certificates for the outstanding notes must be received by the exchange agent along with the letter of transmittal prior to the expiration date, or
- a timely confirmation of a book-entry transfer (a "book-entry confirmation") of the outstanding notes, if that procedure is available, into the exchange agent's account at DTC, which we refer to as the book-entry transfer facility, following the procedure for book-entry transfer described below, must be received by the exchange agent prior to the expiration date, or you must comply with the guaranteed delivery procedures described below.

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

Your tender, if not withdrawn prior to 5:00 p.m., New York City time, on the expiration date, will constitute an agreement between you and us in accordance with the terms and subject to the conditions set forth herein and in the letter of transmittal.

The method of delivery of outstanding notes and the letter of transmittal and all other required documents to the exchange agent is at your election and risk. Instead of delivery by mail, it is recommended that you use an overnight or hand delivery service, properly insured. 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. You may request your broker, dealer, commercial bank, trust company or nominee to effect these transactions for you.

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. If the beneficial owner wishes to tender on its own behalf, the beneficial owner must, prior to completing and executing the letter of transmittal and delivering the owner's outstanding notes, either make appropriate arrangements to register ownership of the outstanding notes in the beneficial owner's name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time.

Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed by an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Exchange Act unless outstanding notes tendered pursuant thereto are tendered:

- by a registered holder who has not completed the box entitled "Special Registration Instruction" or "Special Delivery Instructions" on the letter of transmittal, or
- for the account of an eligible guarantor institution.

If 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 any eligible guarantor institution that is a member of or participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program or 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 the letter of transmittal, the outstanding notes must be endorsed or accompanied by a properly completed bond power, signed by the registered holder as that registered holder's name appears on the outstanding notes.

If the letter of transmittal or any 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 evidence satisfactory to us of their authority to so act must be submitted with the letter of transmittal unless waived by us.

All questions as to the validity, form, eligibility, including time of receipt, acceptance, 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 to waive any defects, irregularities or conditions of tender as to particular notes. 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 such time as we shall determine. 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 shall incur any liability for failure to give that notification. Tenders of outstanding notes will not be deemed to have been made until such 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, as soon as practicable following the expiration date, unless the exchange offer is extended.

In addition, we reserve the right in our sole discretion to purchase or make offers for any outstanding notes that remain outstanding after the expiration date or, as set forth under "—Conditions to the Exchange Offer," to terminate the exchange offer and, to the extent permitted by applicable law, purchase outstanding notes in the open market, in privately negotiated transactions, or otherwise. The terms of any such purchases or offers could differ from the terms of the exchange offer.

By tendering, you will be making the representations to us set forth in the ninth paragraph above under the heading "—Purpose and Effect."

In all cases, issuance of exchange notes for outstanding notes that are accepted for exchange in the exchange offer will be made only after timely receipt by the exchange agent of certificates for such outstanding notes or a timely book-entry confirmation of such outstanding notes into the exchange agent's account at the book-entry transfer facility, a properly completed and duly executed letter of transmittal or, with respect to DTC and its participants, electronic instructions in which the tendering holder acknowledges its receipt of, and agreement to be bound by, the letter of transmittal, and all other required documents. If any tendered outstanding notes are not accepted for any reason set forth in the terms and conditions of the exchange offer or if outstanding notes are submitted for a greater principal amount than the holder desires to exchange, such unaccepted or non-exchanged notes will be returned without expense to the tendering holder or, in the case of outstanding notes tendered by book-entry transfer into the exchange agent's account at the book-entry transfer facility according to the book-entry transfer procedures described below, those non-exchanged notes will be credited to an account maintained with that book-entry transfer facility, in each case, as promptly as practicable after the expiration or termination of the exchange offer.

Each broker-dealer that receives exchange notes for its own account in exchange for outstanding notes, where those exchange notes were acquired by such broker-dealer 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 those exchange notes. See "Plan of Distribution."

Book-Entry Transfer

The exchange agent will make a request to establish an account with respect to the outstanding notes at the book-entry transfer facility for purposes of the exchange offer within two business days after the date of this prospectus, and any financial institution that is a participant in the book-entry transfer facility's systems may make book-entry delivery of outstanding notes being tendered by causing the book-entry transfer facility to transfer such outstanding notes into the exchange agent's account at the book-entry transfer facility in accordance with that book-entry transfer facility's procedures for transfer. However, although delivery of outstanding notes may be effected through book-entry transfer at the book-entry transfer facility, the letter of transmittal or copy of the letter of transmittal, with any required signature guarantees and any other required documents, must, in any case other than as set forth in the following paragraph, be transmitted to and received by the exchange agent at the address set forth under "—Exchange Agent" on or prior to the expiration date or the guaranteed delivery procedures described below must be complied with.

DTC's Automated Tender Offer Program, or ATOP, is the only method of processing exchange offers through DTC. To accept the exchange offer through ATOP, participants in DTC must send electronic instructions to DTC through DTC's communication system instead of sending a signed, hard copy letter of transmittal. DTC is obligated to communicate those electronic instructions to the exchange agent. To tender outstanding notes through ATOP, the electronic instructions sent to DTC and transmitted by DTC to the exchange agent must contain the character by which the participant acknowledges its receipt of and agrees to be bound by the letter of transmittal.

Guaranteed Delivery Procedures

If a registered holder of the outstanding notes elects to tender outstanding notes and (i) such holder's outstanding notes are not immediately available, or (ii) such holder cannot deliver such outstanding notes, letter of transmittal or other required documents to the exchange agent prior to the expiration date, or the procedure for book-entry transfer cannot be completed on a timely basis, a tender may be effected if:

- the tender is made through an eligible guarantor institution;
- prior to 5:00 p.m., New York City time, on the expiration date, the exchange agent has received from such eligible guarantor institution a properly completed and duly executed notice of guaranteed delivery, setting forth the name and address of the holder, the certificate number(s) of such outstanding notes and the principal amount of outstanding notes tendered for exchange, stating that tender is being made thereby and guaranteeing that, within three New York Stock Exchange trading days after the expiration date, a letter of transmittal (or facsimile thereof), together with the certificate(s) representing such outstanding notes (or a book-entry confirmation), in proper form for transfer, and any other documents required by the letter of transmittal, will be deposited by such eligible guarantor institution with the exchange agent; and
- a properly executed letter of transmittal (or facsimile thereof), as well as the certificate(s) for all tendered outstanding notes in proper form for transfer or a book-entry confirmation, together with any other documents required by the letter of transmittal, are received by the exchange agent within three New York Stock Exchange trading days after the expiration date.

Withdrawal Rights

Tenders of outstanding notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

For a withdrawal of a tender of outstanding notes to be effective, a written or, for DTC participants, electronic ATOP transmission, notice of withdrawal, must be received by the exchange agent at its address set forth under "—Exchange Agent" prior to 5:00 p.m., New York City time, on the expiration date. Any such notice of withdrawal must:

- specify the name of the person having deposited the outstanding notes to be withdrawn, whom we refer to as the depositor;
- identify the outstanding notes to be withdrawn, including the certificate number or numbers and principal amount of such outstanding notes;
- include a statement that the holder is withdrawing its election to have the outstanding notes exchanged;
- be signed by the holder in the same manner as the original signature on the letter of transmittal by which such outstanding notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee register the transfer of such outstanding notes into the name of the person withdrawing the tender; and
- specify the name and number of the account at DTC to be credited with the withdrawn outstanding notes or otherwise comply with DTC's procedures.

Withdrawals of outstanding notes can be accomplished only in accordance with the foregoing procedures.

All questions as to the validity, form, eligibility and time of receipt of such notices will be determined by us, whose determination shall be final and binding on all parties. Any outstanding notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Any outstanding notes which have been tendered for exchange, but which are not exchanged for any reason, will be returned to the holder of those outstanding notes without cost to that holder as soon as practicable after withdrawal, rejection of tender, or termination of the exchange offer. Properly withdrawn outstanding notes may be retendered by following one of the procedures under "—Procedures for Tendering" at any time on or prior to the expiration date.

Acceptance of the Notes and Delivery of the Exchange Notes

Subject to and as soon as practicable after the satisfaction or waiver of all of the conditions to the exchange offer, we will promptly accept all outstanding notes validly tendered and not properly withdrawn before 5:00 p.m., New York City time, on the expiration date, and will deliver, or cause to be delivered, to the Trustee for cancellation all outstanding notes or portions thereof so accepted for exchange by us. Following such acceptance, we will issue, and cause Union Bank, N.A., the trustee under the indenture for the outstanding notes and the exchange notes, to promptly authenticate and deliver to each holder, exchange notes equal in principal amount to the principal amount of the outstanding notes tendered by such holder. Please refer to the section in this prospectus entitled "—Conditions to the Exchange Offer" below. For purposes of the exchange offer, we will be deemed to have accepted properly tendered outstanding notes for exchange when we give notice of acceptance to the exchange agent.

Conditions to the Exchange Offer

Notwithstanding any other provision 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 or amend the exchange offer if at any time before the acceptance of those outstanding notes for exchange or the exchange of the exchange notes for those outstanding notes, we determine that the exchange offer violates applicable law, any applicable interpretation of the staff of the SEC or any order of any governmental agency or court of competent jurisdiction.

The foregoing conditions are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any such condition or may be waived by us in whole or in part at any time and from time to time in our sole discretion. The failure by us at any time to exercise any of the foregoing rights shall not be deemed a waiver of any of those rights and each of those rights shall be deemed an ongoing right which may be asserted at any time and from time to time.

In addition, we will not accept for exchange any outstanding notes tendered, and no exchange notes will be issued in exchange for those outstanding notes, if at such time any stop order shall be threatened or in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of the indenture under the Trust Indenture Act of 1939. In any of those events we are required to use our reasonable best efforts to obtain the withdrawal of any stop order at the earliest possible moment.

Exchange Agent

All executed letters of transmittal should be directed to the exchange agent. Union Bank, N.A. has been appointed as exchange agent for the exchange offer. Questions, requests for assistance and requests for additional copies of this prospectus or of the letter of transmittal should be directed to the exchange agent addressed as follows:

By Mail:	*By Facsimile:*	*By Overnight or Hand Delivery:*
Union Bank, N.A. Corporate Trust Division Attention: Josefina Benavides 120 South San Pedro Street, Suite 410 Los Angeles, CA 90012	Union Bank, N.A. Corporate Trust Division Fax No. 213-972-5695	Union Bank, N.A. Corporate Trust Division Attention: Josefina Benavides 120 South San Pedro Street, Suite 410 Los Angeles, CA 90012

For Information or Confirmation by Telephone:

Josefina Benavides
(213) 972-5679

Originals of all documents sent by facsimile should be sent promptly by registered or certified mail, by hand or by overnight delivery service.

DELIVERY OF DOCUMENTS TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TO A NUMBER OTHER THAN AS LISTED ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

Fees and Expenses

We will not make any payments to brokers, dealers or others soliciting acceptances of the exchange offer. The principal solicitation is being made by mail; however, additional solicitations may be made in person or by telephone by our officers and employees. The estimated cash expenses to be incurred in connection with the exchange offer will be paid by us and will include fees and expenses of the exchange agent, accounting, legal, printing and related fees and expenses.

Transfer Taxes

Holders who tender their outstanding notes for exchange pursuant to this exchange offer will not be obligated to pay any transfer taxes in connection with that tender or exchange, except that holders who instruct us to register exchange notes in the name of, or request that outstanding notes not tendered or not accepted in the exchange offer be returned to, a person other than the registered tendering holder will be responsible for the payment of any applicable transfer tax on those notes. If, however, a transfer tax is imposed for any reason other than the exchange of notes pursuant to this exchange offer, then the amount of such transfer taxes (whether imposed on such holder or any other person) will be payable by the tendering holder.

DESCRIPTION OF EXCHANGE NOTES

On September 29, 2010, UHS Escrow Corporation (the "*Escrow Issuer*"), a former subsidiary of the Company, completed a private offering of the outstanding notes (the "*Outstanding Notes*"). The Outstanding Notes were issued under an indenture (the "*Indenture*") between the Escrow Issuer and Union Bank, N.A., as trustee (the "*Trustee*"). The proceeds of the offering of the Outstanding Notes were held in escrow pending completion of the PSI acquisition and the satisfaction of other conditions. Upon initial issuance, the Outstanding Notes were obligations of the Escrow Issuer and were not obligations of the Company. On November 15, 2010 (the "*Completion Date*"), upon completion of the PSI acquisition and the satisfaction of certain additional conditions described further below, the Escrow Issuer was merged with and into the Company, the Company assumed all of the Escrow Issuer's obligations under the Outstanding Notes and the Indenture governing the Outstanding Notes and the Subsidiary Guarantors became parties to the Indenture.

You will find the definitions of capitalized terms used in this description under the heading "—Certain definitions." For purposes of this description, references to "the Company," "we," "our" and "us" refer only to Universal Health Services, Inc. and not to its subsidiaries. In addition, the term "*Notes*" has the meaning set forth in the Indenture and refers to the Outstanding Notes and the Exchange Notes, collectively. Certain defined terms used in this description but not defined herein have the meanings assigned to them in the Indenture. The terms of the Notes include those expressly set forth in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*").

The Indenture is unlimited in aggregate principal amount, although the initial issuance of Notes in this offering was limited to $250.0 million. We may issue an unlimited principal amount of additional notes having identical terms and conditions as the Notes other than the issue date, the issue price and the first interest payment date (the "*Additional Notes*"). We will only be permitted to issue such Additional Notes if, at the time of such issuance, we are in compliance with the covenants contained in the Indenture. Any Additional Notes will be part of the same issue as the Outstanding Notes and the Exchange Notes and will vote on all matters with the Notes.

This description of the Notes (including the Exchange Notes) is intended to be a useful overview of the material provisions of the Notes and the Indenture. Since this description of the Notes is only a summary, it does not contain all of the details found in the full text of, and is qualified in its entirety by the provisions of, the Notes and the Indenture. You should refer to the Indenture for a complete description of the obligations of your rights, the rights of the Escrow Issuer prior to the Completion Date, and, from and after the Completion Date, the Indenture, as supplemented by the supplemental indenture thereto, for a description of the rights of the Company and the Subsidiary Guarantors. The Company will make a copy of the Indenture available to the Holders upon request and a copy of the Indenture is filed as an exhibit to the registration statement of which this prospectus forms a part.

Except as the context otherwise requires, the provisions described below in this description of the Notes refer to the provisions of the Indenture as in effect beginning on the Completion Date.

General

The Notes

The Notes (including any Exchange Notes issued in the exchange offer):

- will be general unsecured, senior obligations of the Company;
- will be limited to an aggregate principal amount of $250.0 million, subject to our ability to issue Additional Notes;
- mature on October 1, 2018;

- from the Completion Date, but with effect from the Issue Date, will be unconditionally Guaranteed on a senior basis by each Restricted Subsidiary that Guarantees the Indebtedness under the Senior Credit Facility or other Indebtedness of the Company or any Subsidiary Guarantor for so long as such other Indebtedness is so guaranteed. See "—Note guarantees";
- will be issued in denominations of $2,000 and integral multiples of $1,000 in excess thereof;
- will rank equally in right of payment with any existing and future senior Indebtedness of the Company;
- will be effectively subordinated to all Secured Indebtedness of the Company (including Obligations under the Senior Credit Facility and the Existing Senior Notes, which Existing Senior Notes are equally and ratably secured by the collateral securing the Senior Credit Facility) to the extent of the value of the pledged assets;
- will be senior in right of payment to any future Subordinated Obligations of the Company;
- will be structurally subordinated to obligations of any Non-Guarantor Subsidiary; and
- will be represented by one or more registered Notes in global form, but may be represented by Notes in definitive form only if DTC notifies us at any time that it is unwilling or unable to continue as depositary for the global notes and a successor depositary is not appointed within 90 days, DTC ceases to be registered as a clearing agency under the Exchange Act and a successor depositary is not appointed within 90 days, we, at our option, notify the Trustee that we elect to cause the issuance of certificated Notes, or certain other events provided in the Indenture should occur.

Interest

Interest on the Notes will:

- accrue at the rate of 7% per annum;
- accrue from the date of original issuance or, if interest has already been paid, from the most recent interest payment date;
- be payable in cash semi-annually in arrears on April 1 and October 1, commencing on April 1, 2011;
- be payable to the Holders of record at the close of business on the March 15 and September 15 immediately preceding the related interest payment dates; and
- be computed on the basis of a 360-day year comprised of twelve 30-day months.

We also will pay Additional Interest to Holders if we fail to complete the exchange offer within 180 days after the Completion Date or if certain other conditions contained in the Registration Rights Agreement are not satisfied. See "The Exchange Offer—Purpose and Effect."

Payments on the Notes; paying agent and registrar

We will pay, or cause to be paid, the principal of, premium, if any, and interest on the Notes at the office or agency designated by the Company, except that we may, at our option, pay interest on the Notes by check mailed to Holders at their registered address set forth in the Registrar's books. We have initially designated the corporate trust office of the Trustee to act as our Paying Agent and Registrar. We may, however, change the Paying Agent or Registrar without prior notice to the Holders, and the Company or any of its Restricted Subsidiaries may act as Paying Agent or Registrar.

We will pay principal of, premium, if any, and interest on, Notes in global form registered in the name of or held by DTC or its nominee in immediately available funds to DTC or its nominee, as the case may be, as the registered Holder of such global Note.

Transfer and exchange

A Holder may transfer or exchange notes in accordance with the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents. No service charge will be imposed by the Company, the Trustee or the Registrar for any registration of transfer or exchange of Notes, but the Company may require a Holder to pay a sum sufficient to cover any transfer tax or other governmental taxes and fees required by law or permitted by the Indenture. The Company is not required to transfer or exchange any Note selected for redemption. Also, the Company is not required to transfer or exchange any Note for a period of 15 days before the day of any selection of Notes to be redeemed.

The registered Holder of a Note will be treated as the owner of it for all purposes.

Escrow arrangements until the Completion Date

The following is a summary of the escrow arrangements with respect to the proceeds of the initial private offering of the Notes through the Completion Date.

Upon initial issuance, the Notes were obligations of the Escrow Issuer and were not obligations of the Company or any of the Subsidiary Guarantors. The Escrow Issuer was a newly created Subsidiary of the Company.

Pursuant to an Escrow and Security Agreement (the "*Escrow Agreement*") among the Escrow Issuer, the Trustee and Union Bank, N.A. as securities intermediary and escrow agent (the "*Escrow Agent*"), the Escrow Issuer deposited into an account (the "*Escrow Account*") the net proceeds of the private offering of the Notes, plus an amount (either in cash or Eligible Escrow Investments) sufficient to pay an amount equal to 101% of the issue price of the Notes, plus accrued and unpaid interest and, without duplication, the Accrued Yield, if any, on the Notes, through December 31, 2010. Such amount was pledged to the Trustee, for the benefit of the Holders of the Notes. Pursuant to the Indenture, the funds in the Escrow Account were released upon receipt by the Escrow Agent of an Officers' Certificate from the Company to the effect that, substantially concurrently with the release from escrow:

- the acquisition of PSI by the Company had been consummated substantially on the terms described in the offering memorandum for the private offering of the Outstanding Notes;
- the Senior Credit Facility was effective;
- the Escrow Issuer had merged with and into the Company, the Company had assumed all the obligations of the Escrow Issuer under the Notes and the Indenture and the Subsidiary Guarantors had become parties to the Indenture;
- no Default of Event of Default had occurred and was continuing under the Indenture (other than any Default or Event of Default arising under clause (6) of "—Events of default" arising due to a default or event of default under the Senior Credit Facility); and
- certain legal opinions and other closing documents had been delivered by the Company.

In the event that satisfaction of such conditions had not taken place on or prior to the earlier to occur of (i) the determination by the Company's Board of Directors, in its good faith judgment, that the date of completion of such conditions would not occur by December 31, 2010 or (ii) December 31, 2010 (such earlier date, the "Date of *Determination*"), the funds in the Escrow Account would have been released on the Special Redemption Date for the purpose of effecting the mandatory redemption (the "*Special Redemption*") of the Notes in accordance with the requirements of the Indenture (see "—Special redemption"). Any excess funds remaining in the Escrow Account after the Special Redemption would have been released to the Company.

Funds held in the Escrow Account, pending release for the uses set forth above, were permitted to be invested at the written direction of the Escrow Issuer in Eligible Escrow Investments maturing prior to

December 31, 2010; *provided* that such Eligible Escrow Investments were required to be held in the Escrow Account and that the Trustee, for the benefit of the Holders, was required to have a valid and perfected security interest in such Eligible Escrow Investments until their release for the uses set forth above. See "— Special redemption."

Prior to the Completion Date, the Escrow Issuer was required to have no business or activities other than the issuance of the Notes and the deposit of the net proceeds of the offering in the Escrow Account, as described above, and was permitted to have no assets other than the funds deposited in the Escrow Account or liabilities other than the Notes, but the other restrictive covenants in the Indenture generally were inapplicable. Following the merger of the Escrow Issuer with and into the Company and the assumption by the Subsidiary Guarantors of their obligations under the Indenture and the Notes, all restrictive covenants were be deemed to have been applicable to the Company and its Restricted Subsidiaries beginning on the Issue Date and, to the extent that the Company and its Restricted Subsidiaries had taken any action or inaction after the Issue Date and prior to the Completion Date that was prohibited by the Indenture, the Company shall have been in Default on such date. For the avoidance of doubt, and notwithstanding anything to the contrary set forth in the Indenture, consummation of the transactions contemplated in the offering memorandum for the private offering of the Outstanding Notes, including the entry into the Senior Credit Facility and borrowings thereunder and the merger of the Escrow Issuer with and into the Company and the guarantee of the Notes by the Subsidiary Guarantors, in each case to occur on the Completion Date substantially as described in such offering memorandum, were permitted.

Optional redemption

Except as described below, the Notes are not redeemable until October 1, 2014. On and after October 1, 2014, the Company may redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the following redemption prices (expressed as a percentage of principal amount of the Notes to be redeemed) set forth below, plus accrued and unpaid interest on the Notes, if any, to the applicable date of redemption (subject to the right of Holders of record on the relevant record date to receive interest due on an interest payment date falling on or prior to such redemption date), if redeemed during the twelve-month period beginning on October 1 of the years indicated below:

Year	Percentage
2014	103.500%
2015	101.750%
2016 and thereafter	100.000%

Prior to October 1, 2013, the Company may on any one or more occasions redeem up to 35% of the original aggregate principal amount of the Notes (calculated after giving effect to any issuance of Additional Notes) with the Net Cash Proceeds of one or more Equity Offerings at a redemption price equal to 107% of the aggregate principal amount thereof, plus accrued and unpaid interest, if any, to the applicable redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on an interest payment date falling on or prior to such redemption date); *provided* that

(1) at least 65% of the original aggregate principal amount of the Notes (calculated after giving effect to any issuance of Additional Notes) remains outstanding after each such redemption; and

(2) such redemption occurs within 60 days after the closing of such Equity Offering.

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest, if any, will be paid to the Person in whose name the Note is registered at the close of business, on such record date, and no Additional Interest will be payable to Holders whose Notes will be subject to redemption by the Company.

In the case of any partial redemption, selection of the Notes for redemption will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are

listed or, if the Notes are not listed, then on a pro rata basis, by lot or by such other method as the Trustee in its sole discretion will deem to be fair and appropriate (subject to the applicable rules and procedures of DTC), although no Note of $2,000 in original principal amount or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption relating to such Note will state the portion of the principal amount thereof to be redeemed. A exchange note in principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of the original Note.

In addition, at any time prior to October 1, 2014, the Company may redeem the Notes, in whole but not in part, upon not less than 30 nor more than 60 days' prior notice mailed to each Holder or otherwise in accordance with the procedures of the depositary at a redemption price equal to 100% of the aggregate principal amount of the Notes plus the Applicable Premium, plus accrued and unpaid interest, if any, to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on an interest payment date falling on or prior to such redemption date).

Any redemption or notice may, at the Company's discretion, be subject to one or more conditions precedent, including completion of an Equity Offering or other corporate transaction.

Special redemption

As described under the caption, "—Escrow arrangements through the Completion Date," in the event that the Completion Date had not occurred on or prior to the Date of Determination, the Escrow Issuer would have been required to redeem the Notes, on the date that was three Business Days after the Date of Determination (the "*Special Redemption Date*"), at a cash redemption price of 101% of the issue price of the Notes, plus accrued and unpaid interest and, without duplication, the Accrued Yield, if any, to the date of redemption. The Indenture provided that, upon the receipt of written instruction from the Escrow Issuer and an Officers' Certificate, the Trustee would send a notice of such redemption on behalf of the Escrow Issuer to the Holders of the Notes of such Special Redemption no later than one Business Day after the Date of Determination if the Completion Date had not occurred on or prior to such Date of Determination.

Mandatory redemption; open market purchases

The Company is not required to make any mandatory redemption or sinking fund payments with respect to the Notes. However, under certain circumstances, the Escrow Issuer was required to redeem the Notes as described under the caption "—Special redemption," and the Company may be required to purchase the Notes as described under the caption "—Repurchase at the option of holders."

The Company or its Affiliates may acquire Notes by means other than a redemption, whether by tender offer, exchange offer, open market purchases, negotiated transactions or otherwise, in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of the Indenture.

Ranking

The Notes will:

- will be general unsecured, senior obligations of the Company;
- will rank equally in right of payment with any existing and future senior Indebtedness of the Company;
- will be effectively subordinated to all Secured Indebtedness of the Company (including Obligations under the Senior Credit Facility and the Existing Senior Notes, which Existing Senior Notes are equally and ratably secured by the collateral securing the Senior Credit Facility) to the extent of the value of the pledged assets;
- will be senior in right of payment to any future Subordinated Obligations of the Company; and
- will be structurally subordinated to obligations of any Non-Guarantor Subsidiary.

In the event of bankruptcy, liquidation, reorganization or other winding up of the Company or the Subsidiary Guarantors or upon a default in payment with respect to, or the acceleration of, any Indebtedness under the Senior Credit Facility or other senior Secured Indebtedness, the assets of the Company and the Subsidiary Guarantors that secure such senior Secured Indebtedness will be available to pay obligations on the Notes and the Note Guarantees only after all Indebtedness under such Senior Credit Facility and other senior Secured Indebtedness and certain hedging obligations and cash management obligations have been repaid in full from such assets. We advise you that it is possible that there may not be sufficient assets remaining to pay amounts due on any or all the Notes and the Note Guarantees then outstanding.

Although the Indenture limits the amount of Indebtedness that the Company and its Restricted Subsidiaries may Incur, such Indebtedness may be substantial and a significant portion of such Indebtedness may be Secured Indebtedness or structurally senior to the Notes.

Note guarantees

Each Restricted Subsidiary that Guarantees Obligations under the Senior Credit Facility will initially Guarantee the Notes. The Subsidiary Guarantors will, jointly and severally, irrevocably and unconditionally Guarantee, on a senior unsecured basis, the Company's obligations under the Notes and all obligations under the Indenture. Such Subsidiary Guarantors will, jointly and severally, agree to pay, in addition to the amount stated above, any and all costs and expenses (including reasonable attorneys' fees and expenses) Incurred by the Trustee or the Holders in enforcing any rights under the Note Guarantees.

Each of the Note Guarantees:

- will be a general unsecured senior obligation of each Subsidiary Guarantor;
- will rank equally in right of payment with any existing and future senior Indebtedness of each such entity, without giving effect to collateral arrangements;
- will be effectively subordinated to all Secured Indebtedness of a Subsidiary Guarantor (including the Guarantee of the Senior Credit Facility) to the extent of the value of the pledged assets;
- will be senior in right of payment to Guarantor Subordinated Obligations of the Subsidiary Guarantors; and
- will be subject to registration with the SEC pursuant to the Registration Rights Agreement.

The Notes will be structurally subordinated to all liabilities of Non-Guarantor Subsidiaries.

Although the Indenture limits the amount of Indebtedness that Restricted Subsidiaries may Incur, such Indebtedness may be substantial and all of it may be Guarantor Senior Indebtedness.

Any entity that makes a payment under its Note Guarantee will be entitled upon payment in full of all Obligations that are Guaranteed under the Indenture to a contribution from each other Subsidiary Guarantor in an amount equal to such other Subsidiary Guarantor's pro rata portion of such payment based on the respective net assets of all the Subsidiary Guarantors at the time of such payment determined in accordance with GAAP.

The obligations of each Subsidiary Guarantor under its Note Guarantee will be limited as necessary to prevent that Note Guarantee from constituting a fraudulent conveyance or fraudulent transfer under applicable law. If a Note Guarantee were rendered voidable, it could be subordinated by a court to all other Indebtedness (including Guarantees and other contingent liabilities) of the Subsidiary Guarantor, and, depending on the amount of such Indebtedness, a Subsidiary Guarantor's liability on its Note Guarantee could be reduced to zero. See "Risk Factors—Risks Related to the Notes and the Exchange Offer—Federal and state fraudulent transfer laws may permit a court to void the notes and/or the guarantees, and if that occurs, you may not receive any payments on the notes."

The Indenture provides that each Note Guarantee by a Subsidiary Guarantor will be automatically and unconditionally released and discharged upon:

(1) (a) in the case of a Subsidiary Guarantor, any sale, assignment, transfer, conveyance, exchange, or other disposition (by merger, consolidation or otherwise) of the Capital Stock of such Subsidiary Guarantor after which the applicable Subsidiary Guarantor is no longer a Restricted Subsidiary, which sale, assignment, transfer, conveyance, exchange, or other disposition is made in compliance with the applicable provisions of the Indenture, including the provisions described under "—Repurchase at the option of holders—Asset sales" (it being understood that only such portion of the Net Available Cash as is required to be applied on or before the date of such release in accordance with the terms of the Indenture needs to be applied in accordance therewith at such time) and the first paragraph under "—Certain covenants—Merger and consolidation"; *provided* that (y) all the obligations of such Subsidiary Guarantor under all other Indebtedness of the Company and its Restricted Subsidiaries terminate upon consummation of such transaction and (z) any Investment of the Company or any other Subsidiary of the Company (other than any Subsidiary of such Subsidiary Guarantor) in such Subsidiary Guarantor or any Subsidiary of such Subsidiary Guarantor in the form of an obligation or Preferred Stock is repaid, satisfied, released and discharged in full upon such release;

(b) the release or discharge of such Subsidiary Guarantor from its Guarantee of Indebtedness of the Company and Restricted Subsidiaries, under the Senior Credit Facility (including by reason of the termination of the Senior Credit Facility) and all other Indebtedness of the Company and its Restricted Subsidiaries, including the Note Guarantee that resulted in the obligation of such Subsidiary Guarantor to Guarantee the Notes, if such Subsidiary Guarantor would not then otherwise be required to Guarantee the Notes pursuant to the Indenture (and treating any Note Guarantees of such Subsidiary Guarantor that remain outstanding as Incurred at least 30 days prior to such release or discharge), except a discharge or release by or as a result of payment under such Note Guarantee; *provided* that if such Person has Incurred any Indebtedness in reliance on its status as a Subsidiary Guarantor under the covenant "—Certain covenants—Limitation on indebtedness," such Subsidiary Guarantor's obligations under such Indebtedness, as the case may be, so Incurred are satisfied in full and discharged or are otherwise permitted to be Incurred by a Restricted Subsidiary (other than a Subsidiary Guarantor) under "—Certain covenants—Limitation on indebtedness," unless such Person elects to remain a Subsidiary Guarantor;

(c) the proper designation of any Subsidiary Guarantor as an Unrestricted Subsidiary; or

(d) the Company exercising its legal defeasance option or covenant defeasance option as described under "—Defeasance" or the Company's obligations under the Indenture being discharged in accordance with the terms of the Indenture; and

(2) such Subsidiary Guarantor delivering to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction and/or release have been complied with.

Repurchase at the option of holders

Change of control

If a Change of Control occurs, unless the Company has exercised its right to redeem all of the Notes as described under "—Optional redemption," the Company will make an offer to purchase all of the Notes (the "*Change of Control Offer*") at a purchase price in cash equal to 101% of the principal amount of the Notes plus accrued and unpaid interest, if any, to the date of purchase (the "*Change of Control Payment*") (subject to the right of Holders of record on the relevant record date to receive interest due on an interest payment date falling on or prior to the date of purchase).

Within 30 days following any Change of Control, unless the Company has exercised its right to redeem all of the Notes as described under "—Optional redemption," the Company will mail (or otherwise deliver in accordance with the applicable rules and procedures of DTC) a notice of such Change of Control Offer to each Holder, with a copy to the Trustee, stating:

(1) that a Change of Control Offer is being made and that all Notes properly tendered pursuant to such Change of Control Offer will be accepted for purchase by the Company at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on a record date to receive interest on an interest payment date);

(2) the purchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed or otherwise delivered in accordance with the applicable rules and procedures of DTC) (the "*Change of Control Payment Date*"); and

(3) the procedures determined by the Company, consistent with the Indenture, that a Holder must follow in order to have its Notes repurchased.

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

(1) accept for payment all Notes or portions of Notes (of $2,000 or larger integral multiples of $1,000 in excess thereof) 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 so tendered; and

(3) deliver or cause to be delivered to the Trustee for cancellation the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company in accordance with the terms of this covenant.

The Paying Agent will promptly mail to each Holder of Notes so 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 exchange note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided that each such exchange note will be in a principal amount of $2,000 or integral multiples of $1,000 in excess thereof.

If the Change of Control Payment Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest to the Change of Control Payment Date will be paid on the relevant interest payment date to the Person in whose name a Note is registered at the close of business on such record date.

The Change of Control provisions described above 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 to require that the Company repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

Prior to making a Change of Control Payment, and as a condition to such payment (1) the requisite holders of each issue of Indebtedness issued under an indenture or other agreement that may be violated by such payment shall have consented to such Change of Control Payment being made and waived the event of default, if any, caused by the Change of Control or (2) the Company will repay all outstanding Indebtedness issued under an indenture or other agreement that may be violated by a Change of Control Payment or the Company will offer to repay all such Indebtedness, make payment to the holders of such Indebtedness that accept such offer and obtain waivers of any event of default arising under the relevant indenture or other agreement from the remaining holders of such Indebtedness. The Company covenants to effect such repayment or obtain such consent prior to making a Change of Control Payment, it being a default of the Change of Control provisions of the Indenture if the Company fails to comply with such covenant. A default under the Indenture will result in a cross-default under the Senior Credit Facility.

The Company will not be required to make a Change of Control Offer upon a Change of Control if 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 validly tendered and not withdrawn under such Change of Control Offer.

The Company will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with 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 described in the Indenture by virtue of the conflict.

The Change of Control provisions described above may deter certain mergers, tender offers and other takeover attempts involving the Company by increasing the capital required to effectuate such transactions. The definition of "Change of Control" includes a disposition of all or substantially all of the property and assets of the Company and its Restricted Subsidiaries taken as a whole to any Person other than a Permitted Holder. 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, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of "all or substantially all" of the property or assets of a Person. As a result, it may be unclear as to whether a Change of Control has occurred and whether a Holder may require the Company to make an offer to repurchase the Notes as described above. Certain provisions under the Indenture relative to the Company's obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified with the written consent of the Holders of a majority in principal amount of the Notes.

Asset sales

The Company will not, and will not permit any of its Restricted Subsidiaries to, cause, make or suffer to exist any Asset Disposition *unless*:

(1) the Company or such Restricted Subsidiary, as the case may be, receives consideration at least equal to the Fair Market Value (such Fair Market Value to be determined on the date of contractually agreeing to such Asset Disposition) of the shares and assets subject to such Asset Disposition;

(2) at least 75% of the consideration from such Asset Disposition received by the Company or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; and

(3) an amount equal to 100% of the Net Available Cash from such Asset Disposition is applied by the Company or such Restricted Subsidiary, as the case may be, within 458 days from the later of the date of such Asset Disposition or the receipt of such Net Available Cash, as follows:

(a) to permanently reduce (and permanently reduce commitments with respect thereto): (x) obligations under the Senior Credit Facility and (y) Secured Indebtedness of the Company (other than any Disqualified Stock or Subordinated Obligations) or Secured Indebtedness of a Restricted Subsidiary (other than any Disqualified Stock or Guarantor Subordinated Obligations) (in each case other than Indebtedness owed to the Company or an Affiliate of the Company);

(b) to permanently reduce obligations under other Indebtedness of the Company (other than any Disqualified Stock or Subordinated Obligations) or Indebtedness of a Restricted Subsidiary (other than any Disqualified Stock or Guarantor Subordinated Obligations), in each case other than Indebtedness owed to the Company or an Affiliate of the Company; *provided* that the Company shall equally and ratably reduce Obligations under the Notes as provided under "—Optional redemption," through open market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Disposition Offer) to all Holders to purchase their Notes at 100% of the principal amount thereof, plus the amount of accrued but unpaid interest on the amount of Notes that would otherwise be prepaid; or

(c) to invest in Additional Assets;

provided that pending the final application of any such Net Available Cash in accordance with clause (a), (b) or (c) above, the Company and its Restricted Subsidiaries may temporarily reduce Indebtedness (including under a revolving Credit Facility) or otherwise invest such Net Available Cash in any manner not prohibited by the Indenture; *provided, further*, that in the case of clause (c), a binding commitment to invest in Additional Assets shall be treated as a permitted application of the Net Available Cash from the date of such commitment so long as the Company or such other Restricted Subsidiary enters into such commitment with the good faith expectation that such Net Available Cash will be applied to satisfy such commitment within 180 days of such commitment (an "*Acceptable Commitment*") and, in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Net Available Cash is applied in connection therewith, the Company or such Restricted Subsidiary enters into another Acceptable Commitment (a "*Second Commitment*") within 180 days of such cancellation or termination, it being understood that if a Second Commitment is later cancelled or terminated for any reason before such Net Available Cash is applied, then such Net Available Cash shall constitute Excess Proceeds.

For the purposes of clause (2) above and for no other purpose, the following will be deemed to be cash:

(1) any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet) of the Company or any Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Notes or the Note Guarantees) that are assumed by the transferee of any such assets and from which the Company and all Restricted Subsidiaries have been validly released by all creditors in writing; and

(2) any securities, notes or other obligations received by the Company or any Restricted Subsidiary from the transferee that are converted by the Company or such Restricted Subsidiary into cash (to the extent of the cash received) within 90 days following the closing of such Asset Disposition.

Any Net Available Cash from Asset Dispositions that are not applied or invested as provided in the preceding paragraph will be deemed to constitute "*Excess Proceeds*." On the 459th day after an Asset Disposition, if the aggregate amount of Excess Proceeds exceeds $10.0 million, the Company will be required to make an offer ("*Asset Disposition Offer*") to all Holders and, to the extent required by the terms of outstanding Pari Passu Indebtedness, to all holders of such Pari Passu Indebtedness, to purchase the maximum aggregate principal amount of Notes and any such Pari Passu Indebtedness that may be purchased out of the Excess Proceeds, at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on a record date to receive interest on the relevant interest payment date), in accordance with the procedures set forth in the Indenture or the agreements governing the Pari Passu Indebtedness, as applicable, in each case in denominations of $2,000 and larger integral multiples of $1,000 in excess thereof. The Company shall commence an Asset Disposition Offer with respect to Excess Proceeds by mailing (or otherwise communicating in accordance with the applicable rules and procedures of DTC) the notice required pursuant to the terms of the Indenture, with a copy to the Trustee. To the extent that the aggregate amount of Notes and Pari Passu Indebtedness validly tendered and not properly withdrawn pursuant to an Asset Disposition Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for general corporate purposes, subject to other covenants contained in the Indenture. If the aggregate principal amount of Notes surrendered by Holders thereof and other Pari Passu Indebtedness surrendered by holders or lenders, collectively, exceeds the amount of Excess Proceeds, the Trustee shall, subject to the applicable rules and procedures of DTC, select the Notes and Pari Passu Indebtedness to be purchased on a pro rata basis on the basis of the aggregate accreted value or principal amount of tendered Notes and Pari Passu Indebtedness. Upon completion of such Asset Disposition Offer, the amount of Excess Proceeds shall be reset at zero.

The Asset Disposition Offer will remain open for a period of 20 Business Days following its commencement, except to the extent that a longer period is required by applicable law (the "*Asset Disposition Offer Period*"). No later than five Business Days after the termination of the Asset Disposition Offer Period (the "*Asset Disposition Purchase Date*"), the Company will apply all Excess Proceeds to the purchase of the aggregate principal amount of Notes and, if applicable, Pari Passu Indebtedness (on a *pro rata* basis, if

applicable) required to be purchased pursuant to this covenant (the "*Asset Disposition Offer Amount*") or, if less than the Asset Disposition Offer Amount of Notes (and, if applicable, Pari Passu Indebtedness) has been so validly tendered, all Notes and Pari Passu Indebtedness validly tendered in response to the Asset Disposition Offer. Payment for any Notes so purchased will be made in the same manner as interest payments are made.

If the Asset Disposition Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest will be paid to the Person in whose name a Note is registered at the close of business on such record date.

On or before the Asset Disposition Purchase Date, the Company will, to the extent lawful, accept for payment, on a *pro rata* basis to the extent necessary, the Asset Disposition Offer Amount of Notes and Pari Passu Indebtedness or portions thereof validly tendered and not properly withdrawn pursuant to the Asset Disposition Offer, or if less than the Asset Disposition Offer Amount has been validly tendered and not properly withdrawn, all Notes and Pari Passu Indebtedness so tendered, in the case of integral multiples of $1,000; *provided* that if, following repurchase of a portion of a Note, the remaining principal amount of such Note outstanding immediately after such repurchase would be less than $2,000, then the portion of such Note so repurchased shall be reduced so that the remaining principal amount of such Note outstanding immediately after such repurchase is $2,000. The Company will deliver, or cause to be delivered, to the Trustee the Notes so accepted and an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof so accepted and that such Notes or portions thereof were accepted for payment by the Company in accordance with the terms of this covenant. In addition, the Company will deliver all certificates and notes required, if any, by the agreements governing the Pari Passu Indebtedness. The Paying Agent or the Company, as the case may be, will promptly, but in no event later than five Business Days after termination of the Asset Disposition Offer Period, mail or deliver to each tendering Holder or holder or lender of Pari Passu Indebtedness, as the case may be, an amount equal to the purchase price of the Notes or Pari Passu Indebtedness so validly tendered and not properly withdrawn by such holder or lender, as the case may be, and accepted by the Company for purchase, and the Company will promptly issue a exchange note, and the Trustee, upon delivery of an authentication order from the Company, will authenticate and mail or deliver (or cause to be transferred by book-entry) such exchange note to such Holder in a principal amount equal to any unpurchased portion of the Note surrendered; *provided* that each such exchange note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. In addition, the Company will take any and all other actions required by the agreements governing the Pari Passu Indebtedness. Any Note not so accepted will be promptly mailed or delivered by the Company to the Holder thereof. The Company will publicly announce the results of the Asset Disposition Offer on the Asset Disposition Purchase Date.

The Company will not, and will not permit any Restricted Subsidiary to, engage in any Asset Swaps, *unless*:

(1) at the time of entering into such Asset Swap and immediately after giving effect to such Asset Swap, no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(2) in the event such Asset Swap involves the transfer by the Company or any Restricted Subsidiary of assets having an aggregate Fair Market Value in excess of $10.0 million, the terms of such Asset Swap have been approved by a majority of the members of the Board of Directors of the Company; and

(3) in the event such Asset Swap involves the transfer by the Company or any Restricted Subsidiary of assets having an aggregate fair market value, as determined by the Board of Directors of the Company in good faith, in excess of $50.0 million, the Company has received a written opinion from an Independent Financial Advisor that such Asset Swap is fair to the Company or such Restricted Subsidiary, as the case may be, from a financial point of view.

The Company will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to an Asset Disposition Offer. To the extent that the provisions of any securities laws or regulations conflict with 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 Indenture by virtue of any conflict.

Certain covenants

Effectiveness of covenants

Following the first day:

(a) the Notes have an Investment Grade Rating from both of the Rating Agencies; and

(b) no Default has occurred and is continuing under the Indenture,

the Company and its Restricted Subsidiaries will not be subject to the provisions of the Indenture summarized under the headings below:

- "—Repurchase at the option of holders—Asset sales,"
- "—Limitation on indebtedness,"
- "—Limitation on restricted payments,"
- "—Limitation on restrictions on distributions from restricted subsidiaries,"
- "—Limitation on affiliate transactions,"
- Clause (4) of the first paragraph of "—Merger and consolidation" and
- "—Future subsidiary guarantors,"

(collectively, the "*Suspended Covenants*"). If at any time the Notes' credit rating is downgraded from an Investment Grade Rating by both of the Rating Agencies or if a Default or Event of Default occurs and is continuing, then the Suspended Covenants will thereafter be reinstated as if such covenants had never been suspended (the "*Reinstatement Date*") and be applicable pursuant to the terms of the Indenture (including in connection with performing any calculation or assessment to determine compliance with the terms of the Indenture), unless and until the Notes subsequently attain an Investment Grade Rating and no Default or Event of Default is in existence (in which event the Suspended Covenants shall no longer be in effect for such time that the Notes maintain an Investment Grade Rating and no Default or Event of Default is in existence); *provided, however*, that no Default, Event of Default or breach of any kind shall be deemed to exist under the Indenture, the Notes or the Note Guarantees with respect to the Suspended Covenants based on, and none of the Company or any of its Subsidiaries shall bear any liability for, any actions taken or events occurring during the Suspension Period (as defined below), regardless of whether such actions or events would have been permitted if the applicable Suspended Covenants remained in effect during such period. The period of time between the date of suspension of the covenants and the Reinstatement Date is referred to as the "*Suspension Period*."

On the Reinstatement Date, all Indebtedness Incurred during the Suspension Period will be classified to have been Incurred pursuant to clause (3) of the second paragraph of "—Limitation on indebtedness"; *provided* that all Indebtedness outstanding on the Reinstatement Date under the Senior Credit Facility or the Existing Securitization Facility shall be deemed Incurred under clause (1) of the second paragraph of "—Limitation on indebtedness" (up to the maximum amount of such Indebtedness that would be permitted to be Incurred thereunder as of the Reinstatement Date and after giving effect to Indebtedness Incurred prior to the Suspension Period and outstanding on the Reinstatement Date). Calculations made after the Reinstatement Date of the amount available to be made as Restricted Payments under "—Limitation on restricted payments" will be made as though the covenants described under "—Limitation on restricted payments" had been in effect since the Issue Date and throughout the Suspension Period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under the first paragraph of "—Limitation on restricted payments."

During any period when the Suspended Covenants are suspended, the Board of Directors of the Company may not designate any of the Company's Subsidiaries as Unrestricted Subsidiaries pursuant to the Indenture.

Limitation on indebtedness

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness); *provided, however,* that the Company and the Subsidiary Guarantors may Incur Indebtedness if on the date thereof and after giving effect thereto on a *pro forma* basis:

(1) the Consolidated Coverage Ratio for the Company and its Restricted Subsidiaries is at least 2.00 to 1.00; and

(2) no Default or Event of Default will have occurred or be continuing or would occur as a consequence of Incurring the Indebtedness or entering into the transactions relating to such Incurrence.

The first paragraph of this covenant will not prohibit the Incurrence of the following Indebtedness:

(1) Indebtedness of the Company or any Subsidiary Guarantor Incurred under a Debt Facility and the issuance and creation of letters of credit and bankers' acceptances thereunder (with undrawn trade letters of credit and reimbursement obligations relating to trade letters of credit satisfied within 30 days being excluded, and bankers' acceptances being deemed to have a principal amount equal to the face amount thereof) together with the principal component of amounts outstanding under Qualified Receivables Transactions in an aggregate amount up to $3,950.0 million less the aggregate principal amount of all principal repayments with the proceeds from Asset Dispositions made pursuant to clause 3(a) of the first paragraph of "—Repurchase at the option of holders—Asset sales" in satisfaction of the requirements of such covenant; *provided* that the amount of Indebtedness Incurred under this clause (1) that does not constitute Indebtedness under the Existing Securitization Facility, the principal component of amounts outstanding under any other Qualified Receivables Transaction or Indebtedness under other receivables financings shall not exceed an aggregate amount of $3,450.0 million;

(2) Indebtedness represented by the Notes (including any Note Guarantee) (other than any Additional Notes) and any Exchange Notes (including any Note Guarantee thereof);

(3) Indebtedness of the Company and its Restricted Subsidiaries in existence on the Issue Date (other than Indebtedness described in clauses (1) (including, without limitation, the Existing Securitization Facility), (2), (4), (5), (7), (9), (10) and (11) of this paragraph);

(4) Guarantees by (a) the Company or Subsidiary Guarantors of Indebtedness permitted to be Incurred by the Company or a Subsidiary Guarantor in accordance with the provisions of the Indenture; *provided* that in the event such Indebtedness that is being Guaranteed is a Subordinated Obligation or a Guarantor Subordinated Obligation, then the related Note Guarantee shall be subordinated in right of payment to the Notes or the Note Guarantee, as the case may be, and (b) Non-Guarantor Subsidiaries of Indebtedness Incurred by Non-Guarantor Subsidiaries in accordance with the provisions of the Indenture;

(5) Indebtedness of the Company owing to and held by any Restricted Subsidiary (other than a Receivables Entity) or Indebtedness of a Restricted Subsidiary owing to and held by the Company or any other Restricted Subsidiary (other than a Receivables Entity); *provided*, *however*,

(a) if the Company is the obligor on Indebtedness owing to a Non-Guarantor Subsidiary, such Indebtedness is expressly subordinated to the prior payment in full in cash of all obligations with respect to the Notes;

(b) if a Subsidiary Guarantor is the obligor on such Indebtedness and a Non-Guarantor Subsidiary is the obligee, such Indebtedness is expressly subordinated in right of payment to the Note Guarantees of such Subsidiary Guarantor; and

(c) (i) any subsequent issuance or transfer of Capital Stock or any other event which results in any such Indebtedness being beneficially held by a Person other than the Company or a Restricted Subsidiary of the Company (other than a Receivables Entity); and

(ii) any sale or other transfer of any such Indebtedness to a Person other than the Company or a Restricted Subsidiary (other than a Receivables Entity) of the Company

shall be deemed, in each case under this clause (c), to constitute an Incurrence of such Indebtedness by the Company or such Subsidiary, as the case may be;

(6) Indebtedness of Persons Incurred and outstanding on the date on which such Person became a Restricted Subsidiary or was acquired by, or merged into, the Company or any Restricted Subsidiary (other than Indebtedness Incurred (a) to provide all or any portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary or was otherwise acquired by the Company or (b) otherwise in connection with, or in contemplation of, such acquisition); *provided, however,* that at the time such Person is acquired, the Company would have been able to Incur $1.00 of additional Indebtedness pursuant to the first paragraph of this covenant after giving effect to the Incurrence of such Indebtedness pursuant to this clause (6);

(7) Indebtedness under Hedging Obligations that are Incurred in the ordinary course of business (and not for speculative purposes);

(8) Indebtedness (including Capitalized Lease Obligations) of the Company or a Restricted Subsidiary Incurred to finance the purchase, lease, construction or improvement of any property, plant or equipment used or to be used in the business of the Company or such Restricted Subsidiary through the direct purchase of such property, plant or equipment, Attributable Indebtedness and any Indebtedness of a Restricted Subsidiary which serves to refund or refinance any Indebtedness Incurred pursuant to this clause (8), in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (8) and then outstanding, will not exceed $125.0 million;

(9) Indebtedness Incurred by the Company or its Restricted Subsidiaries in respect of workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance, self-insurance obligations, performance, bid, surety and similar bonds and completion Guarantees (not for borrowed money) provided in the ordinary course of business;

(10) Indebtedness arising from agreements of the Company or a Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, Incurred or assumed in connection with the disposition of any business or assets of the Company or any business, assets or Capital Stock of a Restricted Subsidiary, other than Guarantees of Indebtedness Incurred by any Person acquiring all or any portion of such business, assets or a Subsidiary for the purpose of financing such acquisition; *provided* that:

  (a) the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds, including non-cash proceeds (the Fair Market Value of such non-cash proceeds being measured at the time received and without giving effect to subsequent changes in value), actually received by the Company and its Restricted Subsidiaries in connection with such disposition; and

  (b) such Indebtedness is not reflected on the balance sheet of the Company or any of its Restricted Subsidiaries (contingent obligations referred to in a footnote to financial statements and not otherwise reflected on the balance sheet will not be deemed to be reflected on such balance sheet for purposes of this clause (10));

(11) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five Business Days of Incurrence;

(12) the Incurrence or issuance by the Company or any Restricted Subsidiary of Refinancing Indebtedness that serves to refund or refinance any Indebtedness Incurred as permitted under the first paragraph of this covenant and clauses (2), (3), (6) and this clause (12) of the second paragraph of this covenant, or any Indebtedness issued to so refund or refinance such Indebtedness, including additional Indebtedness Incurred to pay premiums (including reasonable, as determined in good faith by the Company, tender premiums), defeasance costs, accrued interest and fees and expenses in connection therewith; and

(13) in addition to the items referred to in clauses (1) through (12) above, Indebtedness of the Company and its Restricted Subsidiaries in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (13) and then outstanding, will not exceed $500.0 million at any time outstanding.

The Company will not Incur any Indebtedness under the preceding paragraph if the proceeds thereof are used, directly or indirectly, to refinance any Subordinated Obligations of the Company unless such Indebtedness will be subordinated to the Notes to at least the same extent as such Subordinated Obligations. No Subsidiary Guarantor will Incur any Indebtedness under the preceding paragraph if the proceeds thereof are used, directly or indirectly, to refinance any Guarantor Subordinated Obligations of such Subsidiary Guarantor unless such Indebtedness will be subordinated to the obligations of such Subsidiary Guarantor under its Note Guarantee to at least the same extent as such Guarantor Subordinated Obligations. No Restricted Subsidiary (other than a Subsidiary Guarantor) may Incur any Indebtedness if the proceeds are used to refinance Indebtedness of the Company or a Subsidiary Guarantor.

For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this covenant:

(1) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in the second paragraph of this covenant, the Company, in its sole discretion, will classify such item of Indebtedness on the date of Incurrence and may later classify such item of Indebtedness in any manner that complies with the second paragraph of this covenant and only be required to include the amount and type of such Indebtedness in one of such clauses under the second paragraph of this covenant; *provided* that all Indebtedness outstanding on the Completion Date under the Senior Credit Facility or the Existing Securitization Facility, and the portion of the proceeds of Indebtedness under any Debt Facility that are used to repay, refund or refinance the amounts outstanding on the Completion Date under the Senior Credit Facility or the Existing Securitization Facility, shall be deemed Incurred under clause (1) of the second paragraph of this covenant and not the first paragraph or clause (3) of the second paragraph of this covenant and may not later be reclassified;

(2) Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(3) if obligations in respect of letters of credit are Incurred pursuant to a Debt Facility and are being treated as Incurred pursuant to clause (1) of the second paragraph above and the letters of credit relate to other Indebtedness, then such other Indebtedness shall not be included;

(4) the principal amount of any Disqualified Stock of the Company or a Restricted Subsidiary, or Preferred Stock of a Non-Guarantor Subsidiary, will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(5) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness;

(6) the principal amount of any Indebtedness outstanding in connection with a Qualified Receivables Transaction is the Receivables Transaction Amount relating to such Qualified Receivables Transaction; and

(7) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with GAAP.

Accrual of interest, accrual of dividends, the accretion of accreted value, the amortization of debt discount, the payment of interest in the form of additional Indebtedness and the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock will not be deemed to be an Incurrence of Indebtedness for purposes of this covenant. The amount of any Indebtedness outstanding as of any date shall be (i) the accreted value thereof in the case of any Indebtedness issued with original issue discount or the aggregate principal amount outstanding in the case of Indebtedness issued with interest payable in kind and (ii) the principal amount or liquidation preference thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

In addition, the Company will not permit any of its Unrestricted Subsidiaries to Incur any Indebtedness or issue any shares of Disqualified Stock, other than Non-Recourse Debt. If at any time an Unrestricted Subsidiary becomes a Restricted Subsidiary, any Indebtedness of such Subsidiary shall be deemed to be Incurred by a Restricted Subsidiary as of such date (and, if such Indebtedness is not permitted to be Incurred as of such date under this "—Limitation on indebtedness" covenant, the Company shall be in Default of this covenant).

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 calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness; *provided* that if such Indebtedness is Incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such Refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Company may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

Limitation on restricted payments

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

(1) declare or pay any dividend or make any distribution (whether made in cash, securities or other property) on or in respect of its or any of its Restricted Subsidiaries' Capital Stock (including 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 solely in Capital Stock of the Company (other than Disqualified Stock); and

  (b) dividends or distributions by a Restricted Subsidiary, so long as, in the case of any dividend or distribution payable on or in respect of any Capital Stock issued by a Restricted Subsidiary that is not a Wholly Owned Subsidiary, the Company or the Restricted Subsidiary holding such Capital Stock receives at least its pro rata share of such dividend or distribution;

(2) purchase, redeem, retire or otherwise acquire for value, including in connection with any merger or consolidation, any Capital Stock of the Company or any direct or indirect parent of the Company held by Persons other than the Company or a Restricted Subsidiary (other than in exchange for Capital Stock of the Company (other than Disqualified Stock));

(3) make any principal payment on, or purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to any scheduled repayment, scheduled sinking fund payment or scheduled maturity, any Subordinated Obligations or Guarantor Subordinated Obligations, other than:

  (a) Indebtedness of the Company owing to and held by any Subsidiary Guarantor or Indebtedness of a Subsidiary Guarantor owing to and held by the Company or any other Subsidiary Guarantor permitted under clause (5) of the second paragraph of the covenant "—Limitation on indebtedness"; or

  (b) the purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations or Guarantor Subordinated Obligations purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of purchase, repurchase, redemption, defeasance or other acquisition or retirement); or

(4) make any Restricted Investment (all such payments and other actions referred to in clauses (1) through (4) (other than any exception thereto) shall be referred to as a "Restricted Payment"),

unless, at the time of and after giving effect to such Restricted Payment:

(a) no Default shall have occurred and be continuing (or would result therefrom);

(b) immediately after giving effect to such transaction on a *pro forma* basis, the Company could Incur $1.00 of additional Indebtedness under the provisions of the first paragraph of the "—Limitation on indebtedness" covenant; and

(c) the aggregate amount of such Restricted Payment and all other Restricted Payments declared or made subsequent to the Issue Date (excluding Restricted Payments made pursuant to clauses (1), (2), (3), (8), (9) and (10) of the next succeeding paragraph) would not exceed the sum of (without duplication):

(i) 50% of Consolidated Net Income for the period (treated as one accounting period) from the beginning of the fiscal quarter in which the Issue Date occurs to the end of the most recent fiscal quarter ending prior to the date of such Restricted Payment for which financial statements are available (or, in case such Consolidated Net Income is a deficit, minus 100% of such deficit); *plus*

(ii) 100% of the aggregate Net Cash Proceeds received by the Company from the issue or sale of its Capital Stock (other than Disqualified Stock) or other capital contributions subsequent to the Issue Date, other than:

(x) Net Cash Proceeds received from an issuance or sale of such Capital Stock to a Subsidiary of the Company or to an employee stock ownership plan, option plan or similar trust to the extent such sale to an employee stock ownership plan or similar trust is financed by loans from or Guaranteed by the Company or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination); and

(y) Net Cash Proceeds received by the Company from the issue and sale of its Capital Stock or capital contributions to the extent applied to redeem Notes in compliance with the provisions set forth under the second paragraph of "—Optional redemption"; *plus*

(iii) the amount by which Indebtedness of the Company or its Restricted Subsidiaries is reduced on the Company's consolidated balance sheet upon the conversion or exchange (other than debt held by a Subsidiary of the Company) subsequent to the Issue Date of any Indebtedness of the Company or its Restricted Subsidiaries convertible or exchangeable for Capital Stock (other than Disqualified Stock) of the Company (less the amount of any cash, or the Fair Market Value of any other property, distributed by the Company upon such conversion or exchange); *plus*

(iv) the amount equal to the net reduction in Restricted Investments made by the Company or any of its Restricted Subsidiaries in any Person resulting from:

(x) repurchases or redemptions of such Restricted Investments by such Person, proceeds realized upon the sale of such Restricted Investment to an unaffiliated purchaser, repayments of loans or advances or other transfers of assets (including by way of dividend or distribution) by such Person to the Company or any Restricted Subsidiary (other than for reimbursement of tax payments); or

(y) the redesignation of Unrestricted Subsidiaries as Restricted Subsidiaries or the merger or consolidation of an Unrestricted Subsidiary with and into the Company or any of its Restricted Subsidiaries (valued in each case as provided in the definition of "Investment") not to exceed the amount of Investments previously made by the Company or any Restricted Subsidiary in such Unrestricted Subsidiary,

which amount in each case under this clause (iv) was included in the calculation of the amount of Restricted Payments; *provided, however*, that no amount will be included under this clause (iv) to the extent it is already included in Consolidated Net Income.

The provisions of the preceding paragraph will not prohibit:

(1) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Capital Stock, Disqualified Stock or Subordinated Obligations of the Company or Guarantor Subordinated Obligations of any Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Company (other than Disqualified Stock and other than Capital Stock issued or sold to a Subsidiary or an employee stock ownership plan or similar trust to the extent such sale to an employee stock ownership plan or similar trust is financed by loans from or Guaranteed by the Company or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination); *provided, however,* that the Net Cash Proceeds from such sale of Capital Stock will be excluded from clause (c)(ii) of the preceding paragraph;

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations of the Company or Guarantor Subordinated Obligations of any Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Subordinated Obligations of the Company or any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Guarantor Subordinated Obligations made by exchange for or out of the proceeds of the substantially concurrent sale of Guarantor Subordinated Obligations so long as such refinancing Subordinated Obligations or Guarantor Subordinated Obligations are permitted to be Incurred pursuant to the covenant described under "—Limitation on indebtedness" and constitute Refinancing Indebtedness;

(3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Disqualified Stock of the Company or a Restricted Subsidiary made by exchange for or out of the proceeds of the substantially concurrent sale of Disqualified Stock of the Company or such Restricted Subsidiary, as the case may be, so long as such refinancing Disqualified Stock is permitted to be Incurred pursuant to the covenant described under "—Limitation on indebtedness" and constitutes Refinancing Indebtedness;

(4) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of any Subordinated Obligation (a) at a purchase price not greater than 101% of the principal amount of such Subordinated Obligation in the event of a Change of Control in accordance with provisions similar to the "—Repurchase at the option of holders—Change of control" covenant or (b) at a purchase price not greater than 100% of the principal amount thereof in accordance with provisions similar to the "—Repurchase at the option of holders—Asset sales" covenant; *provided* that, prior to or simultaneously with such purchase, repurchase, redemption, defeasance or other acquisition or retirement, the Company has made the Change of Control Offer or Asset Disposition Offer, as applicable, as provided in such covenant with respect to the Notes and has completed the repurchase or redemption of all Notes validly tendered for payment in connection with such Change of Control Offer or Asset Disposition Offer;

(5) any purchase or redemption of Subordinated Obligations or Guarantor Subordinated Obligations from Net Available Cash to the extent permitted under "—Repurchase at the option of holders—Asset sales";

(6) dividends paid within 60 days after the date of declaration if at such date of declaration such dividend would have complied with this provision;

(7) the purchase, redemption or other acquisition, cancellation or retirement for value of Capital Stock or equity appreciation rights of the Company or any direct or indirect parent of the Company held by any existing or former employees or management of the Company or any Subsidiary of the Company or their assigns, estates or heirs, in each case in connection with the repurchase provisions under employee stock option or stock purchase agreements or other agreements to compensate management employees approved by the Board of Directors; *provided* that such Capital Stock or equity appreciation rights were received for services related to, or for the benefit of, the Company and its Restricted Subsidiaries; and *provided, further,* that such redemptions or repurchases pursuant to this clause will not exceed $50.0 million in the aggregate during any calendar year, although such amount in any calendar year may be increased by an amount not to exceed:

(a) the Net Cash Proceeds from the sale of Capital Stock (other than Disqualified Stock) of the Company and, to the extent contributed to the Company, Capital Stock of any of the Company's direct or indirect parent companies, in each case to existing or former employees or members of management of the

Company, any of its Subsidiaries or any of its direct or indirect parent companies that occurs after the Issue Date, to the extent the Net Cash Proceeds from the sale of such Capital Stock have not otherwise been applied to the payment of Restricted Payments (*provided* that the Net Cash Proceeds from such sales or contributions will be excluded from clause (c)(ii) of the preceding paragraph); *plus*

(b) the cash proceeds of key man life insurance policies received by the Company or its Restricted Subsidiaries after the Issue Date; *less*

(c) the amount of any Restricted Payments previously made with the Net Cash Proceeds described in clauses (a) and (b) of this clause (7);

provided, *further*, that the aggregate amount of Restricted Payments made pursuant to this clause (7) shall not exceed $100.0 million;

(8) the declaration and payment of dividends to holders of any class or series of Disqualified Stock of the Company issued in accordance with the terms of the Indenture to the extent such dividends are included in the definition of "Consolidated Interest Expense";

(9) repurchases of Capital Stock deemed to occur upon the exercise of stock options, warrants, other rights to purchase Capital Stock or other convertible securities if such Capital Stock represents a portion of the exercise price thereof or withholding tax with respect thereto;

(10) any payments made in connection with the Transactions pursuant to the Merger Agreement and any other agreements or documents related to the Transactions (without giving effect to subsequent amendments, waivers or other modifications to such agreements or documents) or as otherwise described in the offering memorandum for the private offering of the Outstanding Notes;

(11) the declaration and payment of quarterly dividends on all classes of the Company's Common Stock in an amount not to exceed $0.05 per share for any fiscal quarter; *provided* that at the time of determination of such dividend, (a) the Company is able to Incur at least an additional $1.00 of Indebtedness pursuant to the Consolidated Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption "—Limitation on indebtedness" and (b) no Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(12) any payment of cash by the Company or any Subsidiary issuer to a holder of the Convertible Notes upon conversion or exchange of such Convertible Notes;

(13) entry into or any payment in connection with any termination of any Permitted Bond Hedge or any Permitted Warrant;

(14) other Restricted Payments in an aggregate amount, when taken together with all other Restricted Payments made pursuant to this clause (14) (as reduced by the amount of capital returned from any such Restricted Payments that constituted Restricted Investments in the form of cash and Cash Equivalents (exclusive of items reflected in Consolidated Net Income)) not to exceed $150.0 million;

provided, *however*, that at the time of and after giving effect to, any Restricted Payment permitted under clauses (5), (7), (8) and (14), no Default shall have occurred and be continuing or would occur as a consequence thereof.

The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of such Restricted Payment of the assets or securities proposed to be transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment; *provided* that such determination of Fair Market Value shall be based upon an opinion or appraisal issued by an Independent Financial Advisor if such Fair Market Value is estimated in good faith by the Board of Directors of the Company or an authorized committee thereof to exceed $50.0 million. The amount of all Restricted Payments paid in cash shall be its face amount. Not later than the date of making any Restricted Payment, the Company shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by the covenant "—Limitation on restricted payments" were computed, together with a copy of any fairness opinion or appraisal required by the Indenture.

As of the Issue Date, all of the Company's Subsidiaries will be Restricted Subsidiaries. The Company will not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the last sentence of the definition of "Unrestricted Subsidiary." For purposes of designating any Restricted Subsidiary as an Unrestricted Subsidiary, all outstanding Investments by the Company and its Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated will be deemed to be Restricted Payments in an amount determined as set forth in the definition of "Investment." Such designation will be permitted only if a Restricted Payment in such amount would be permitted at such time and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Unrestricted Subsidiaries will not be subject to any of the restrictive covenants set forth in the Indenture.

Limitation on liens

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, Incur, assume or suffer to exist any Lien (other than Permitted Liens) upon any of its property or assets (including Capital Stock of Subsidiaries), or income or profits therefrom, or assign or convey any right to receive income therefrom, whether owned on the Issue Date or acquired after that date, which Lien is securing any Indebtedness, unless contemporaneously with the Incurrence of such Liens:

(1) in the case of Liens securing Subordinated Obligations or Guarantor Subordinated Obligations, the Notes and related 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 related Note Guarantees are equally and ratably secured or are secured by a Lien on such property, assets or proceeds that is senior in priority to such Liens.

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

Limitation on sale/leaseback transactions

The Company will not, and will not permit any of its Restricted Subsidiaries to, enter into any Sale/Leaseback Transaction *unless*:

(1) the Company or such Restricted Subsidiary could have Incurred Indebtedness in an amount equal to the Attributable Indebtedness in respect of such Sale/Leaseback Transaction pursuant to the covenant described under "—Limitation on indebtedness";

(2) the Company or such Restricted Subsidiary would be permitted to create a Lien on the property subject to such Sale/Leaseback Transaction under the covenant described under "—Limitation on liens"; and

(3) the Sale/Leaseback Transaction is treated as an Asset Sale and all of the conditions of the Indenture described under "—Repurchase at the option of holders —Asset sales" (including the provisions concerning the application of Net Available Cash) are satisfied with respect to such Sale/Leaseback Transaction, treating all of the consideration received in such Sale/Leaseback Transaction as Net Available Cash for purposes of such covenant.

Limitation on restrictions on distributions from restricted subsidiaries

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual 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 or other obligations owed to the Company or any Restricted Subsidiary (it being understood that the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on Common Stock shall not be deemed a restriction on the ability to make distributions on Capital Stock);

(2) make any loans or advances to the Company or any Restricted Subsidiary (it being understood that the subordination of loans or advances made to the Company or any Restricted Subsidiary to other Indebtedness Incurred by the Company or any Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances); or

(3) sell, lease or transfer any of its property or assets to the Company or any Restricted Subsidiary (it being understood that such transfers shall not include any type of transfer described in clause (1) or (2) above).

The preceding provisions will not prohibit encumbrances or restrictions existing under or by reason of:

(a) contractual encumbrances or restrictions pursuant to the Senior Credit Facility, the Existing Securitization Facility, the Existing Senior Notes and related documentation and other agreements or instruments in effect at or entered into on the Issue Date;

(b) the Indenture, the Notes, the Exchange Notes and the Note Guarantees;

(c) any agreement or other instrument of a Person acquired by the Company or any of its Restricted Subsidiaries in existence at the time of such acquisition (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired (including after-acquired property);

(d) any amendment, restatement, modification, renewal, supplement, refunding, replacement or refinancing of an agreement referred to in clauses (a), (b) or (c) of this paragraph or this clause (d); *provided*, *however*, that such amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Company, no more restrictive than the encumbrances and restrictions contained the agreements referred to in clauses (a), (b) or (c) of this paragraph on the Issue Date or the date such Restricted Subsidiary became a Restricted Subsidiary or was merged into a Restricted Subsidiary, whichever is applicable;

(e) in the case of clause (3) of the first paragraph of this covenant, Liens permitted to be Incurred under the provisions of the covenant described under "—Limitation on liens" that limit the right of the debtor to dispose of the assets securing such Indebtedness;

(f) purchase money obligations for property acquired in the ordinary course of business and Capitalized Lease Obligations permitted under the Indenture, in each case that impose encumbrances or restrictions of the nature described in clause (3) of the first paragraph of this covenant on the property so acquired;

(g) any Purchase Money Note or other Indebtedness or contractual requirements Incurred with respect to a Qualified Receivables Transaction relating exclusively to a Receivables Entity that, in the good faith determination of the Board of Directors of the Company or the relevant Restricted Subsidiary, as applicable, are necessary to effect such Qualified Receivables Transaction;

(h) contracts for the sale of assets, including customary restrictions with respect to a Subsidiary of the Company pursuant to an agreement that has been entered into for the sale or disposition of all or a portion of the Capital Stock or assets of such Subsidiary;

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

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

(k) any customary provisions in leases, subleases or licenses and other agreements entered into by the Company or any Restricted Subsidiary in the ordinary course of business;

(l) encumbrances or restrictions arising or existing by reason of applicable law or any applicable rule, regulation or order; and

(m) (x) other Indebtedness Incurred or Preferred Stock issued by a Subsidiary Guarantor in accordance with "—Limitation on indebtedness," that are, in the good faith judgment of the Company (or by the Board of Directors of the Company, if the amount of such Indebtedness exceeds $10.0 million), are not more restrictive, taken as a whole, than those applicable to the Company in the Indenture or the Senior Credit Facility on the Issue Date (which results in encumbrances or restrictions comparable to those applicable to the Company at a Restricted Subsidiary level), or (y) other Indebtedness Incurred or Preferred Stock issued by a Non-Guarantor Subsidiary, in each case permitted to be Incurred subsequent to the Issue Date pursuant to the provisions of the covenant described under "—Limitation on indebtedness"; *provided* that with respect to clause (y), such encumbrances or restrictions will not materially affect the Company's ability to make anticipated principal and interest payments on the Notes (as determined in good faith by the Board of Directors of the Company).

Limitation on affiliate transactions

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or asset or the rendering of any service) with any Affiliate of the Company (an "*Affiliate Transaction*"), *unless*:

(1) the terms of such Affiliate Transaction are no less favorable to the Company or such Restricted Subsidiary, as the case may be, than those that could have been obtained by the Company or such Restricted Subsidiary in a comparable transaction at the time of such transaction in arms'-length dealings with a Person that is not an Affiliate;

(2) in the event such Affiliate Transaction involves an aggregate consideration in excess of $10.0 million, the terms of such transaction have been approved by a majority of the members of the Board of Directors of the Company and by a majority of the members of such Board of Directors having no personal stake in such transaction, if any (and such majority or majorities, as the case may be, determines that such Affiliate Transaction satisfies the criteria in clause (1) above); and

(3) in the event such Affiliate Transaction involves an aggregate consideration in excess of $50.0 million, the Company has received a written opinion from an Independent Financial Advisor that such Affiliate Transaction is not materially less favorable than those that might reasonably have been obtained in a comparable transaction at the time of such transaction in arms'-length dealings with a Person that is not an Affiliate.

The preceding paragraph will not apply to:

(1) any transaction between the Company and a Restricted Subsidiary (other than a Receivables Entity) or between Restricted Subsidiaries (other than a Receivables Entity or Receivables Entities) and any Guarantees issued by the Company or a Restricted Subsidiary for the benefit of the Company or a Restricted Subsidiary, as the case may be, in accordance with "—Limitation on indebtedness";

(2) any Restricted Payment permitted to be made pursuant to the covenant described under "—Limitation on restricted payments" and the definition of "Permitted Investment" (other than pursuant to clauses (2) and (16) thereof);

(3) any issuance of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or as the funding of, employment agreements and other compensation arrangements, options to purchase Capital Stock of the Company, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans or similar employee benefits plans and/or indemnity provided on behalf of Officers and employees approved by the Board of Directors of the Company;

(4) the payment of reasonable and customary fees paid to, and indemnity provided on behalf of, directors of the Company or any Restricted Subsidiary;

(5) loans or advances to employees, Officers or directors of the Company or any Restricted Subsidiary in the ordinary course of business, in an aggregate amount not in excess of $10.0 million at any time outstanding;

(6) any agreement as in effect as of the Issue Date, as these agreements may be amended, modified, supplemented, extended or renewed from time to time, so long as any such amendment, modification, supplement, extension or renewal is not more disadvantageous to the Holders in any material respect in the good faith judgment of the Board of Directors of the Company, when taken as a whole, than the terms of the agreements in effect on the Issue Date;

(7) any agreement between any Person and an Affiliate of such Person existing at the time such Person is acquired by or merged into the Company or a Restricted Subsidiary; *provided* that such agreement was not entered into in contemplation of such acquisition or merger, and any amendment thereto (so long as any such amendment is not disadvantageous to the Holders in the good faith judgment of the Board of Directors of the Company, when taken as a whole, as compared to the applicable agreement as in effect on the date of such acquisition or merger);

(8) transactions with customers, clients, suppliers, joint venture partners or purchasers or sellers of goods or services, in each case in the ordinary course of the business of the Company and its Restricted Subsidiaries and otherwise in compliance with the terms of the Indenture; *provided* that in the reasonable determination of the members of the Board of Directors or Senior Management of the Company, such transactions are on terms that are no less favorable to the Company or the relevant Restricted Subsidiary than those that could have been obtained at the time of such transactions in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person;

(9) any issuance or sale of Capital Stock (other than Disqualified Stock) to Affiliates of the Company and the granting of registration and other customary rights in connection therewith;

(10) sales or other transfers or dispositions of accounts receivable and other related assets customarily transferred in an asset securitization transaction involving accounts receivable to a Receivables Entity in a Qualified Receivables Transaction, and acquisitions of Permitted Investments in connection with a Qualified Receivables Transaction;

(11) transactions in which the Company or any Restricted Subsidiary delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Company or such Restricted Subsidiary from a financial point of view or stating that the terms are not materially less favorable than those that might reasonably have been obtained by the Company or such Restricted Subsidiary in a comparable transaction at such time on an arms'-length basis from a Person that is not an Affiliate; and

(12) the Transactions and the payment of all fees and expenses related to the Transactions, in each case as disclosed in the offering memorandum for the private offering of the Outstanding Notes.

SEC reports

Notwithstanding that the Company may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act or otherwise report on an annual and quarterly basis on forms provided for such annual and quarterly reporting pursuant to rules and regulations promulgated by the SEC, if not filed electronically with the SEC through EDGAR (or any successor system), the Company will file with the SEC (to the extent permitted by the Exchange Act), and make available to the Trustee and the Holders, without cost to any Holder, the annual reports and the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) that are specified in Sections 13 and 15(d) of the Exchange Act with respect to U.S. issuers within the time periods specified therein or in the relevant forms.

In the event that the Company is not permitted to file such reports, documents and information with the SEC pursuant to the Exchange Act, the Company will nevertheless make available such Exchange Act reports, documents and information to the Trustee and the Holders as if the Company were subject to the reporting

requirements of Section 13 or 15(d) of the Exchange Act within the time periods specified therein or in the relevant forms, which requirement may be satisfied by posting such reports, documents and information on its website within the time periods specified by this covenant.

In addition, no later than five Business Days after the date the quarterly and annual financial information for the prior fiscal period have been furnished pursuant to clause (1) above, the Company shall also hold live quarterly conference calls with the opportunity to ask questions of management. No fewer than ten Business Days prior to the date such conference call is to be held, the Company shall issue a press release to the appropriate U.S. wire services announcing such quarterly conference call for the benefit of the Trustee, the Holders, beneficial owners of the Notes, prospective investors in the Notes (which prospective investors shall be limited to "qualified institutional buyers" within the meaning of Rule 144A of the Securities Act or non-U.S. persons (as defined in Regulation S under the Securities Act) that certify their status as such to the reasonable satisfaction of the Company), and securities analysts and market making financial institutions (collectively, "*Eligible Institutions*"), which press release shall contain the time and the date of such conference call and direct the recipients thereof to contact an individual at the Company (for whom contact information shall be provided in such notice) to obtain information on how to access such quarterly conference call.

If the Company has designated any of its Subsidiaries as Unrestricted Subsidiaries and such Unrestricted Subsidiaries, either individually or collectively, would otherwise have been a Significant Subsidiary, then the quarterly and annual financial information required by the preceding paragraph shall include a reasonably detailed presentation, as determined in good faith by Senior Management of the Company, either on the face of the financial statements or in the footnotes to the financial statements and in the "Management's discussion and analysis of financial condition and results of operations" section, 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.

In addition, the Company and the Subsidiary Guarantors have agreed that they will make available to the Holders and to prospective investors, upon the request of such Holders, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act so long as the Notes are not freely transferable under the Securities Act. For purposes of this covenant, the Company and the Subsidiary Guarantors will be deemed to have furnished the reports to the Trustee and the Holders as required by this covenant if the Company has filed such reports with the SEC via the EDGAR filing system and such reports are publicly available.

The filing requirements set forth above for the applicable period may be satisfied by the Company prior to the commencement of the exchange offer or the effectiveness of the shelf registration statement (each as described under "The Exchange Offer—Purpose and Effect") by the filing with the SEC of the exchange offer registration statement and/or shelf registration statement, and any amendments thereto, with such financial information that satisfies Regulation S-X of the Securities Act; *provided* that this paragraph shall not supersede or in any manner suspend or delay the Company's reporting obligations set forth in the first five paragraphs of this covenant.

Merger and consolidation

Each of the Company or the Escrow Issuer will not consolidate with or merge with or into or wind up into (whether or not the Company or the Escrow Issuer is the surviving corporation), or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets, in one or more related transactions, to any Person *unless*:

(1) the resulting, surviving or transferee Person (the "*Successor Company*") is a Person (other than an individual) organized and existing under the laws of the United States of America, any state or territory thereof, or the District of Columbia;

(2) the Successor Company (if other than the Company or the Escrow Issuer, as applicable) expressly assumes all of the obligations of the Company or the Escrow Issuer under the Notes and the Indenture pursuant to a

supplemental indenture or other documents or instruments in form reasonably satisfactory to the Trustee and assumes by written agreement all of the obligations of the Company or the Escrow Issuer under the Registration Rights Agreement;

(3) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;

(4) immediately after giving *pro forma* effect to such transaction and any related financing transactions, as if such transactions had occurred at the beginning of the applicable four-quarter period, the Successor Company would be able to Incur at least $1.00 of additional Indebtedness pursuant to the first paragraph of the "—Limitation on indebtedness" covenant;

(5) each Subsidiary Guarantor (unless it is the other party to the transactions above, in which case clause (1) of the following paragraph shall apply) shall have by supplemental indenture confirmed that its Guarantee shall apply to such Successor Company's obligations in respect of the Indenture and the Notes and shall have by written agreement confirmed that its obligations under the Registration Rights Agreement shall continue to be in effect; and

(6) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, winding up or disposition and such supplemental indenture (if any) comply with the Indenture.

Notwithstanding the foregoing, without complying with clauses (3) and (4) of the preceding paragraph,

(1) any Restricted Subsidiary may consolidate with, merge with or into or transfer all or part of its properties and assets to the Company so long as no Capital Stock of the Restricted Subsidiary is distributed to any Person other than the Company; *provided* that, in the case of a Restricted Subsidiary that merges into the Company, the Company will not be required to comply with clause (6) of the preceding paragraph;

(2) the Escrow Issuer may merge with and into the Company on the Completion Date; and

(3) the Company may merge with an Affiliate of the Company solely for the purpose of reincorporating the Company in another state or territory of the United States or the District of Columbia, so long as the amount of Indebtedness of the Company and its Restricted Subsidiaries is not increased thereby.

In addition, the Company will not permit any Subsidiary Guarantor to consolidate with or merge with or into or wind up into (whether or not the Subsidiary Guarantor is the surviving corporation), or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets to any Person (other than, in the case of a Subsidiary Guarantor, to the Company or another Subsidiary Guarantor) *unless*:

(1) (a) if such entity remains a Subsidiary Guarantor, the resulting, surviving or transferee Person (the "*Successor Subsidiary Guarantor*") is a Person (other than an individual) organized and existing under the laws of the United States of America, any state or territory thereof, or the District of Columbia and shall assume by written agreement all the obligations of such Subsidiary Guarantor under the Registration Rights Agreement; (b) the Successor Subsidiary Guarantor, if other than such Subsidiary Guarantor, expressly assumes all the obligations of such Subsidiary Guarantor under the Notes, the Indenture and its Note Guarantee pursuant to a supplemental indenture or other documents or instruments in form reasonably satisfactory to the Trustee; (c) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and (d) the Company will have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, winding up or disposition and such supplemental indenture (if any) comply with the Indenture; and

(2) the transaction is made in compliance with the covenant described under "—Repurchase at the option of holders—Asset sales" (it being understood that only such portion of the Net Available Cash as is required to be applied on the date of such transaction in accordance with the terms of the Indenture needs to be applied in accordance therewith at such time), if applicable, and this "—Merger and consolidation" covenant.

Subject to certain limitations described in the Indenture, the Successor Subsidiary Guarantor will succeed to, and be substituted for, such Subsidiary Guarantor under the Indenture and the Note Guarantee of such Subsidiary Guarantor. Notwithstanding the foregoing, any Subsidiary Guarantor may merge with or into or transfer all or part of its properties and assets to a Subsidiary Guarantor or the Company or merge with a Restricted Subsidiary of the Company solely for the purpose of reincorporating the Subsidiary Guarantor in a state or territory of the United States or the District of Columbia, as long as the amount of Indebtedness of such Subsidiary Guarantor and its Restricted Subsidiaries is not increased thereby.

For purposes of this covenant, the sale, assignment, conveyance, transfer, lease or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Company, which properties and assets, if held by the Company instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Company on a consolidated basis, shall be deemed to be the disposition of all or substantially all of the properties and assets of the Company.

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, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve “all or substantially all” of the property or assets of a Person.

The Company and a Subsidiary Guarantor, as the case may be, will be released from its obligations under the Indenture and its Note Guarantee, as the case may be, and the Successor Company and the Successor Subsidiary Guarantor, as the case may be, will succeed to, and be substituted for, and may exercise every right and power of, the Company or a Subsidiary Guarantor, as the case may be, under the Indenture, the Notes, such Note Guarantee and the Registration Rights Agreement, as applicable; *provided* that, in the case of a lease of all or substantially all its assets, the Company will not be released from the obligation to pay the principal of and interest on the Notes and a Subsidiary Guarantor will not be released from its obligations under its Note Guarantee.

Future subsidiary guarantors

The Company will cause each Restricted Subsidiary that Guarantees, on the Issue Date or any time thereafter, the Senior Credit Facility or any other Indebtedness of the Company or any Subsidiary Guarantor to execute and deliver to the Trustee a supplemental indenture to the Indenture pursuant to which such Restricted Subsidiary will unconditionally Guarantee, on a joint and several basis, the full and prompt payment of the principal of, premium, if any, and interest (including Additional Interest, if any) in respect of the Notes on a senior basis and all other obligations under the Indenture. Each Note Guarantee shall be released in accordance with the provisions of the Indenture described under “—Note guarantees.”

The obligations of each Subsidiary Guarantor will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Subsidiary Guarantor (including, without limitation, any Guarantees under the Senior Credit Facility) and after giving effect to any collections from or payments made by or on behalf of any other Subsidiary Guarantor in respect of the obligations of such other Subsidiary Guarantor under its Note Guarantee or pursuant to its contribution obligations under the Indenture, result in the obligations of such Subsidiary Guarantor under its Note Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law.

Each Note Guarantee shall be released in accordance with the provisions of the Indenture described under “—Note guarantees.”

Payments for consent

The Company will not, and will not permit any of its Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder 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 that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or amendment.

Events of default

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

(1) default in any payment of interest or Additional Interest (as required by the Registration Rights Agreement) or on any Note when due, continued for 30 days;

(2) default in the payment of principal of or premium, if any, on any Note when due at its Stated Maturity, upon optional redemption, upon required repurchase, upon declaration or otherwise;

(3) failure by the Company or any Subsidiary Guarantor to comply with its obligations under "Certain covenants—Merger and consolidation";

(4) failure by the Company or the Subsidiary Guarantors to comply for 30 days after notice as provided below with any of their obligations under the covenants described under "—Repurchase at the option of holders" above or under the covenants described under "—Certain covenants" above (in each case, other than (a) a failure to purchase Notes which constitutes an Event of Default under clause (2) above, (b) a failure to comply with "—Certain covenants—Merger and consolidation" which constitutes an Event of Default under clause (3) above or (c) a failure to comply with "—Certain covenants—SEC reports" or "Certain covenants—Payments for consent" which constitutes an Event of Default under clause (5) below);

(5) failure by the Company or any Subsidiary Guarantors to comply for 60 days after notice as provided below with its other agreements contained in the Indenture or the Notes;

(6) default under any mortgage, indenture or instrument under which there is issued or by which there is secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries (or the payment of which is Guaranteed by the Company or any of its Restricted Subsidiaries), other than Indebtedness owed to the Company or a Restricted Subsidiary, whether such Indebtedness or Guarantee now exists, or is created after the Issue Date, which default:

(a) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness ("*payment default*"); or

(b) results in the acceleration of such Indebtedness prior to its maturity (the "*cross acceleration provision*"),

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 $50.0 million or more; *provided* that in connection with any series of the Convertible Notes, (a) any conversion of such Indebtedness by a holder thereof into shares of Common Stock, cash or a combination of cash and shares of Common Stock, (b) the rights of holders of such Indebtedness to convert into shares of Common Stock, cash or a combination of cash and shares of Common Stock and (c) the rights of holders of such Indebtedness to require any repurchase by the Company of such Indebtedness in cash upon a fundamental change shall not, in itself, constitute an Event of Default under this clause (6).

(7) certain events of bankruptcy, insolvency or reorganization of the Company or a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company and its Restricted Subsidiaries), would constitute a Significant Subsidiary (the "*bankruptcy provisions*");

(8) failure by the Company or any Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company and its Restricted Subsidiaries), would constitute a Significant Subsidiary to pay final judgments aggregating in excess of $50.0 million (net of any amounts that a reputable and creditworthy insurance company has acknowledged liability for in writing), which judgments are not paid, discharged or stayed for a period of 60 days or more after such judgment becomes final (the "*judgment default provision*"); or

(9) any Note Guarantee of a Significant Subsidiary or group of Subsidiary Guarantors that, taken together (as of the latest audited consolidated financial statements for the Company and its Restricted Subsidiaries), would constitute a Significant Subsidiary ceases to be in full force and effect (except as contemplated by the terms of the Indenture) or is declared null and void in a judicial proceeding or any Subsidiary Guarantor that is a Significant Subsidiary or group of Subsidiary Guarantors that, taken together (as of the latest audited consolidated financial statements of the Company and its Restricted Subsidiaries), would constitute a Significant Subsidiary denies or disaffirms its obligations under the Indenture or its Note Guarantee.

However, a default under clauses (4) and (5) of this paragraph will not constitute an Event of Default until the Trustee or the Holders of 25% in principal amount of the then outstanding Notes notify the Company of the default and the Company does not cure such default within the time specified in clauses (4) and (5) of this paragraph after receipt of such notice.

If an Event of Default (other than an Event of Default described in clause (7) above) occurs and is continuing, the Trustee by written notice to the Company, specifying the Event of Default, or the Holders of at least 25% in principal amount of the then outstanding Notes by notice to the Company and the Trustee, may, and the Trustee at the request of such Holders shall, declare the principal of, premium, if any, and accrued and unpaid interest, if any, on all the Notes to be due and payable. Upon such a declaration, such principal, premium, if any, and accrued and unpaid interest, if any, will be due and payable immediately. In the event of a declaration of acceleration of the Notes because an Event of Default described in clause (6) under "—Events of default" has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically annulled if the default triggering such Event of Default pursuant to clause (6) shall be remedied or cured by the Company or a Restricted Subsidiary or waived by the holders of the relevant Indebtedness within 20 days after the declaration of acceleration with respect thereto and if (1) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, except nonpayment of principal, premium, if any, or interest on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived. If an Event of Default described in clause (7) above occurs and is continuing, the principal of, premium, if any, and accrued and unpaid interest, if any, on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. The Holders of a majority in principal amount of the outstanding Notes may waive all past defaults (except with respect to nonpayment of principal, premium or interest) and rescind any such acceleration with respect to the Notes and its consequences if (1) rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, other than the nonpayment of the principal of, premium, if any, and interest on the Notes that have become due solely by such declaration of acceleration, have been cured or waived.

Subject to the provisions of the Indenture relating to the duties of the Trustee, the Trustee will be under no obligation to exercise any of the rights or powers under the Indenture, the Notes and the Note Guarantees at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity or security reasonably satisfactory to it 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 may pursue any remedy with respect to the Indenture or the Notes *unless*:

(1) such Holder has previously given the Trustee notice that an Event of Default is continuing;

(2) Holders of at least 25% in principal amount of the then outstanding Notes have requested the Trustee to pursue the remedy;

(3) such Holders have offered the Trustee security or indemnity reasonably satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity; and

(5) the Holders of a majority in principal amount of the then outstanding Notes have not given the Trustee a direction that, in the opinion of the Trustee, is inconsistent with such request within such 60-day period.

Subject to certain restrictions, the Holders of a majority in principal amount of the then outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Indenture provides that in the event an Event of Default has occurred and is continuing, the Trustee will be required in the exercise of its powers to use the degree of care that a prudent person would use under the circumstances in the conduct of its own affairs. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture, the Notes or the Note Guarantee, or that the Trustee determines in good faith is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability. Prior to taking any action under the Indenture, the Trustee will be entitled to indemnity or security reasonably satisfactory to it against all losses and expenses caused by taking such action.

The Indenture provides that if a Default occurs and is continuing and the Trustee has actual knowledge of such Default, the Trustee shall mail to each Holder notice of the Default within 90 days after the Trustee first has actual knowledge of such Default. Except in the case of a Default in the payment of principal of, premium, if any, or interest on any Note, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors or trustees and/or responsible officers of the Trustee determines in good faith that the withholding such notice is in the interests of the Holders. In addition, the Company is required to deliver to the Trustee, within 90 days after the end of each fiscal year ending after the Issue Date, a certificate indicating whether the signers thereof know of any Default that occurred during the previous year. The Company also is required to deliver to the Trustee, within 10 days after the occurrence thereof, written notice of any events which would constitute a Default, their status and what action the Company is taking or proposing to take in respect thereof.

Amendments and waivers

Except as provided in the next two succeeding paragraphs, the Indenture, the Notes and the Note Guarantees may be amended or supplemented with the consent of the Holders of a majority in principal amount of the Notes then outstanding (including without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) and, subject to certain exceptions, any past default or compliance with any provisions may be waived with the consent of the Holders of a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes). However, without the consent of each Holder of an outstanding Note affected, no amendment, supplement or waiver may, among other things:

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

(2) reduce the stated rate of interest or extend the stated time for payment of interest on any Note;

(3) reduce the principal of or extend the Stated Maturity of any Note;

(4) waive a Default or Event of Default in the payment of principal of, premium, 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 with respect to a nonpayment default and a waiver of the payment default that resulted from such acceleration);

(5) reduce the premium payable upon the redemption or repurchase of any Note or change the time at which any Note may be redeemed or repurchased as described above under “—Optional redemption,”

"—Repurchase at the option of holders—Change of control" or "—Repurchase at the option of holders—Asset sales," whether through an amendment or waiver of provisions in the covenants, definitions or otherwise (except amendments to the definitions of "Change of Control" and "Permitted Holder");

(6) make any Note payable in money other than that stated in the Note;

(7) impair the right of any Holder to receive payment of principal of, premium, if any, or interest on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Notes;

(8) make any change in the amendment or waiver provisions which require each Holder's consent; or

(9) modify the Note Guarantees in any manner adverse to the Holders.

Notwithstanding the foregoing, without the consent of any Holder, the Company, the Subsidiary Guarantors and the Trustee may amend the Indenture, the Notes and the Note Guarantees to:

(1) cure any ambiguity, omission, defect or inconsistency;

(2) provide for the assumption by a successor of the obligations of the Company or any Subsidiary Guarantor under the Indenture in accordance with "—Certain covenants—Merger and consolidation";

(3) provide for or facilitate the issuance of uncertificated Notes in addition to or in place of certificated Notes; *provided* that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code;

(4) to comply with the rules of any applicable Depositary;

(5) add Subsidiary Guarantors with respect to the Notes or release a Subsidiary Guarantor from its obligations under its Note Guarantee or the Indenture in accordance with the applicable provisions of the Indenture;

(6) secure the Notes and the Note Guarantees;

(7) add covenants of the Company and its Restricted Subsidiaries or Events of Default for the benefit of Holders or to make changes that would provide additional rights to the Holders or to surrender any right or power conferred upon the Company or any Subsidiary Guarantor;

(8) make any change that does not adversely affect the legal rights under the Indenture of any Holder;

(9) comply with any requirement of the SEC in connection with any required the qualification of the Indenture under the Trust Indenture Act;

(10) evidence and provide for the acceptance of an appointment under the Indenture of a successor trustee; *provided* that the successor trustee is otherwise qualified and eligible to act as such under the terms of the Indenture;

(11) provide for the issuance of Exchange Notes or private exchange notes (which shall be identical to Exchange Notes except that they will not be freely transferable) and which shall be treated, together with any outstanding Notes, as a single class of securities;

(12) conform the text of the Indenture, the Notes or the Note Guarantees to any provision of this "Description of Exchange Notes" to the extent that such provision in this "Description of Exchange Notes" was intended to be a verbatim recitation of a provision of the Indenture, the Notes or the Note Guarantees; or

(13) make any amendment to the provisions of the Indenture relating to the transfer and legending of Notes as permitted by the Indenture, including, without limitation to facilitate the issuance and administration of the Notes, Exchange Notes or, if Incurred in compliance with the Indenture, Additional Notes; provided, however, that (A) compliance with the Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any applicable securities law and (B) such amendment does not materially and adversely affect the rights of Holders to transfer Notes.

The consent of the Holders is not necessary under the Indenture to approve the particular form of any proposed amendment, supplement or waiver. It is sufficient if such consent approves the substance of the proposed amendment or supplement. A consent to any amendment, supplement or waiver under the Indenture by any Holder given in connection with a tender of such Holder's Notes will not be rendered invalid by such tender. After an amendment, supplement or waiver under the Indenture becomes effective pursuant to the first paragraph of this section, the Company is required to give to the Holders a notice briefly describing such amendment, supplement or waiver. However, the failure to give such notice to all the Holders, or any defect in the notice will not impair or affect the validity of the amendment, supplement or waiver. The Trustee will sign any amendment or supplemental indenture authorized in accordance with this section if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee.

Defeasance

The Company may, at its option and at any time, elect to have all of its obligations and the obligations of the Subsidiary Guarantors discharged with respect to the outstanding Notes issued under the Indenture ("*legal defeasance*") except for:

(1) the rights of Holders to receive payments in respect of the principal of, premium, if any, or interest on such Notes when such payments are due, solely out of the trust referred to below;

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

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

(4) the legal defeasance provisions of the Indenture.

If the Company exercises the legal defeasance option, the Note Guarantees in effect at such time will terminate.

The Company at any time may terminate its obligations described under "—Repurchase at the option of holders" and under the covenants described under "—Certain covenants" (other than "—Merger and consolidation"), the operation of the cross-default upon a payment default, cross acceleration provisions, the bankruptcy provisions with respect to Significant Subsidiaries, the judgment default provision described under "—Events of default" above and the limitations contained in clauses (4) and (5) under "—Certain covenants—Merger and consolidation" above ("*covenant defeasance*").

If the Company exercises the covenant defeasance option, the Note Guarantees in effect at such time will terminate.

The Company may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. If the Company exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default with respect to the Notes. If the Company exercises its covenant defeasance option, payment of the Notes may not be accelerated because of an Event of Default specified in clause (3) (only with respect to the failure of the Company to comply with clause (4) under "—Certain covenants—Merger and consolidation" above), (4) (only with respect to covenants that are released as a result of such covenant defeasance), (5), (6), (7) (with respect only to Significant Subsidiaries or any group of Restricted Subsidiaries that, taken together (as of the date of the latest audited consolidated financial statements of the Company and its Restricted Subsidiaries) would constitute a Significant Subsidiary), (8) or (9) under "—Events of default" above.

In order to exercise either legal defeasance or covenant defeasance under the Indenture:

(1) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in U.S. dollars, Government Securities, or a combination thereof, in amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants without consideration of any reinvestment of interest, to pay the principal of, and premium, if any, and interest due on the outstanding Notes on the Stated Maturity or on the applicable redemption date, as the case may be, and the Company must specify whether the Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of legal defeasance, the Company has delivered 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 U.S. federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel will confirm that the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such legal defeasance and will be subject to U.S. 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 has delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such covenant defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred;

(4) 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) to which the Company or any of its Restricted Subsidiaries is a party or by which the Company or any of its Restricted Subsidiaries is bound;

(5) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or an Event of Default resulting from the borrowing of funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Indebtedness and, in each case, the granting of Liens in connection therewith) or insofar as Events of Default resulting from the borrowing of funds or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit;

(6) the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that as of the date of such opinion and subject to customary assumptions and exclusions, including, that no intervening bankruptcy of the Company between the date of deposit and the 91st day following the deposit and assuming that no Holder is an "insider" of the Company under applicable bankruptcy law, after the 91st day following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization of similar laws affecting creditors' rights generally;

(7) the Company has delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of defeating, hindering, delaying or defrauding creditors of the Company, any Subsidiary Guarantor or others;

(8) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions), each stating that all conditions precedent relating to the legal defeasance or the covenant defeasance, as the case may be, have been complied with; and

(9) the Company has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the Notes at maturity or the redemption date, as the case may be (which instructions may be contained in the Officers' Certificate referred to in clause (8) above.

Satisfaction and discharge

The Indenture will be discharged and will cease to be of further effect as to all Notes issued thereunder, when either:

(1) 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, have been delivered to the Trustee for cancellation; or

(2) (A) all Notes not theretofore delivered to the Trustee for cancellation have become due and payable by reason of the giving of a notice of redemption or otherwise, will become due and payable within one year or will be called for redemption within one year under irrevocable arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company, and the Company or any Subsidiary 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, Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(B) no Default or Event of Default has occurred and is continuing on the date of the deposit or will occur as a result of the deposit (other than a Default or an Event of Default resulting from borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowing) and the deposit will not result in a breach or violation of, or constitute a default under, the Senior Credit Facility or any other material agreement or material instrument to which the Company or any Subsidiary Guarantor is a party or by which the Company or any Subsidiary Guarantor is bound;

(C) the Company has paid or caused to be paid all sums payable by it under the Indenture; and

(D) the Company has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the Notes at maturity or 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.

No personal liability of directors, officers, employees and stockholders

No past, present or future director, officer, employee, incorporator, member, partner or stockholder of the Company or any Subsidiary Guarantor, shall have any liability for any obligations of the Company or any Subsidiary Guarantor under the Notes, the Note Guarantees or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder 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 law.

Notices

Notices given by publication will be deemed given on the first date on which publication is made, and notices given by first-class mail, postage prepaid, will be deemed given five calendar days after mailing. Notwithstanding any other provision of the Indenture or any Note, where the Indenture or any Note provides for notice of any event (including any notice of redemption) to any Holder of a global Note (whether by mail or otherwise), such notice shall be sufficiently given if given to DTC or any other applicable depositary for such Note (or its designee) according to the applicable rules and procedures of DTC or such depositary.

Concerning the trustee

Union Bank, N.A. is the Trustee under the Indenture and has been appointed by the Company as Registrar and Paying Agent with regard to the Notes.

Governing law

The Indenture provides that it, the Notes and any Note Guarantee will be governed by, and construed in accordance with, the laws of the State of New York.

Certain definitions

"*Accrued Yield*" means an amount in respect of each $1,000 principal amount of notes that, together with accrued and unpaid interest to be paid in a Special Redemption, will provide the holder thereof with the yield to maturity on such note, calculated on the basis of a 360-day year and payable for the actual number of days elapsed from the Issue Date. "*Yield to maturity*" means the annual yield to maturity of the notes, calculated based on market convention and as reflected in the pricing supplement for this offering.

"*Acquired Indebtedness*" means, with respect to any specified Person, (a) Indebtedness of any Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary or (b) assumed in connection with the acquisition of assets from such Person, in each case whether or not Incurred by such Person in connection with, or in anticipation or contemplation of, such Person becoming a Restricted Subsidiary or such acquisition, and Indebtedness secured by a Lien encumbering any asset acquired by such specified Person. Acquired Indebtedness shall be deemed to have been Incurred, with respect to clause (a) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (b) of the preceding sentence, on the date of consummation of such acquisition of assets.

"*Additional Assets*" means:

(1) any property, plant, equipment or other asset (excluding working capital or current assets for the avoidance of doubt) to be used by the Company or a Restricted Subsidiary in a Similar Business;

(2) the Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Company or a Restricted Subsidiary; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary;

provided, however, that, in the case of clauses (2) and (3), such Restricted Subsidiary is primarily engaged in a Similar Business.

"*Additional Interest*" means the interest payable as a consequence of the failure to effectuate in a timely manner the exchange offer and/or shelf registration procedures set forth in the Registration Rights Agreement.

"*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 the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with") when used with respect to any Person means possession, directly or indirectly, of the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing; *provided* that exclusively for purposes of "—Repurchase at the option of holders—Asset sales" and "—Certain covenants—Limitation on affiliate transactions," beneficial ownership of 10% or more of the Voting Stock of a Person shall be deemed to be control.

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

(1) 1.0% of the principal amount of such Note, and

(2) the excess, if any, of (a) the present value as of such date of redemption of (i) the redemption price of such Note on October 1, 2014 (such redemption price being described under "—Optional redemption") plus (ii) all required interest payments due on such Note through October 1, 2014 (excluding accrued but unpaid interest to the date of redemption), computed using a discount rate equal to the Treasury Rate as of such date of redemption plus 50 basis points, over (b) the then-outstanding principal of such Note.

"*Asset Disposition*" means any direct or indirect sale, lease (other than an operating lease entered into in the ordinary course of business), transfer, issuance or other disposition, or a series of related sales, leases, transfers, issuances or dispositions that are part of a common plan, of shares of Capital Stock of a Subsidiary (other than directors' qualifying shares), property or other assets (each referred to for the purposes of this definition as a "*disposition*") by the Company or any of its Restricted Subsidiaries, including any disposition by means of a merger, consolidation or similar transaction.

Notwithstanding the preceding sentence, the following items shall not be deemed to be Asset Dispositions:

(1) a disposition of assets by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary to a Restricted Subsidiary (other than a Receivables Entity);

(2) the sale of Cash Equivalents in the ordinary course of business;

(3) a disposition of inventory in the ordinary course of business;

(4) a disposition of obsolete or worn out equipment or equipment that is no longer useful in the conduct of the business of the Company and its Restricted Subsidiaries and that is disposed of in each case in the ordinary course of business;

(5) the disposition of all or substantially all of the assets of the Company in a manner permitted pursuant to "—Certain Covenants—Merger and consolidation" or any disposition that constitutes a Change of Control pursuant to the Indenture;

(6) an issuance of Capital Stock by a Restricted Subsidiary to the Company or to a Wholly Owned Subsidiary (other than a Receivables Entity);

(7) for purposes of "—Repurchase at the option of holders—Asset sales" only, the making of a Permitted Investment (other than a Permitted Investment to the extent such transaction results in the receipt of cash or Cash Equivalents by the Company or its Restricted Subsidiaries) or a disposition subject to "—Certain covenants—Limitation on restricted payments";

(8) sales of accounts receivable and related assets or an interest therein of the type specified in the definition of "Qualified Receivables Transaction" to a Receivables Entity;

(9) dispositions of assets in a single transaction or a series of related transactions with an aggregate Fair Market Value of less than $5.0 million;

(10) an Asset Swap effected in compliance with "—Repurchase at the option of holders—Asset sales";

(11) the creation of a Permitted Lien and dispositions in connection with Permitted Liens;

(12) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(13) the issuance by a Restricted Subsidiary of Preferred Stock that is permitted by the covenant described under "—Certain covenants—Limitation on indebtedness";

(14) the licensing or sublicensing of intellectual property or other general intangibles and licenses, leases or subleases of other property in the ordinary course of business which do not materially interfere with the business of the Company and its Restricted Subsidiaries;

(15) foreclosure on assets; and

(16) any sale of Capital Stock in, or Indebtedness or other securities of, an Unrestricted Subsidiary.

"*Asset Swap*" means a concurrent purchase and sale or exchange of assets used or useful in a Similar Business between the Company or any of its Restricted Subsidiaries and another Person; *provided* that any cash received must be applied in accordance with "—Repurchase at the option of holders—Asset sales."

"*Attributable Indebtedness*" in respect of a Sale/Leaseback Transaction means, as at the time of determination, the present value (discounted at the interest rate implicit in the transaction) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale/Leaseback Transaction (including any period for which such lease has been extended), determined in accordance with GAAP; *provided, however*, that if such Sale/Leaseback Transaction results in a Capitalized Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capitalized Lease Obligations."

"*Average Life*" means, as of the date of determination, with respect to any Indebtedness or Preferred Stock, the quotient obtained by dividing (1) the sum of the products of the numbers of years from the date of determination to the dates of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Preferred Stock multiplied by the amount of such payment by (2) the sum of all such payments.

"*Board of Directors*" means:

(1) with respect to a corporation, the Board of Directors of the corporation or (other than for purposes of determining Change of Control) the executive committee of the Board of Directors;

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

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

"*Business Day*" means each day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York and California are authorized or required by law to close.

"*Capital Stock*" of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock and limited liability or partnership interests (whether general or limited), but excluding any debt securities convertible or exchangeable into such equity.

"*Capitalized Lease Obligations*" means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes in accordance with GAAP, and the amount of Indebtedness represented by such obligation will be the capitalized amount of such obligation at the time any determination thereof is to be made as determined in accordance with GAAP, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty.

"*Cash Equivalents*" means:

(1) U.S. dollars, 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) securities issued or directly and fully Guaranteed or insured by the United States Government or any agency or instrumentality of the United States (*provided* that the full faith and credit of the United States is pledged in support thereof), having maturities of not more than one year from the date of acquisition;

(3) marketable general obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition and, at the time of acquisition, having a credit rating of "A" or better from either Standard & Poor's Ratings Group, Inc. or Moody's Investors Service, Inc., or carrying an equivalent rating by a nationally recognized Rating Agency, if both of the two named Rating Agencies cease publishing ratings of investments;

(4) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one year from the date of acquisition thereof issued by any commercial bank the long-term debt of which is rated at the time of acquisition thereof at least "A" or the

equivalent thereof by Standard & Poor's Ratings Group, Inc., or "A" or the equivalent thereof by Moody's Investors Service, Inc., or carrying an equivalent rating by a nationally recognized Rating Agency, if both of the two named Rating Agencies cease publishing ratings of investments, and having combined capital and surplus in excess of $500.0 million;

(5) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2), (3) and (4) entered into with any bank meeting the qualifications specified in clause (4) above;

(6) commercial paper rated at the time of acquisition thereof at least "A-2" or the equivalent thereof by Standard & Poor's Ratings Group, Inc. or "P-2" or the equivalent thereof by Moody's Investors Service, Inc., or carrying an equivalent rating by a nationally recognized Rating Agency, if both of the two named Rating Agencies cease publishing ratings of investments, and in any case maturing within one year after the date of acquisition thereof; and

(7) interests in any investment company or money market fund which invests 95% or more of its assets in instruments of the type specified in clauses (1) through (6) above, including any such funds for which the Trustee or an affiliate provides investment advice or similar services.

"*Change of Control*" means:

(1) any "person" or "group" of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that such person or group shall be deemed to have "beneficial ownership" of all shares that any such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 35% of the total voting power of the Voting Stock of the Company or any of its direct or indirect parent entities (or their successors by merger, consolidation or purchase of all or substantially all of their assets); or

(2) the first day on which a majority of the members of the Board of Directors of the Company are not Continuing Directors; or

(3) the sale, assignment, conveyance, transfer, lease 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 assets of the Company and its Restricted Subsidiaries taken as a whole to any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) other than transactions with a Permitted Holder; or

(4) the adoption by the stockholders of the Company of a plan or proposal for the liquidation or dissolution of the Company; or

(5) so long as either series of the Existing Senior Notes are outstanding, a Specified Change of Control shall occur.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Commodity Agreement*" means any commodity futures contract, commodity swap, commodity option or other similar agreement or arrangement entered into by the Company or any Restricted Subsidiary designed to protect the Company or any of its Restricted Subsidiaries against fluctuations in the price of commodities actually used in the ordinary course of business of the Company and its Restricted Subsidiaries.

"*Common Stock*" means with respect to any Person, any and all shares, interest or other participations in, and other equivalents (however designated and whether voting or nonvoting) of such Person's common stock whether or not outstanding on the Issue Date and includes, without limitation, all series and classes of such common stock.

"*Consolidated Coverage Ratio*" means as of any date of determination, with respect to any Person, the ratio of (x) the aggregate amount of Consolidated EBITDA of such Person for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which financial statements prepared on a consolidated basis in accordance with GAAP are available to (y) Consolidated Interest Expense for such four fiscal quarters; *provided*, *however*, that:

(1) if the Company or any Restricted Subsidiary:

(a) has Incurred any Indebtedness since the beginning of such period that remains outstanding on such date of determination or if the transaction giving rise to the need to calculate the Consolidated Coverage Ratio includes an Incurrence of Indebtedness, Consolidated EBITDA and Consolidated Interest Expense for such period will be calculated after giving effect on a *pro forma* basis to such Indebtedness as if such Indebtedness had been Incurred on the first day of such period (except that in making such computation, the amount of Indebtedness under any revolving Debt Facility outstanding on the date of such calculation will be deemed to be (i) the average daily balance of such Indebtedness during such four fiscal quarters or such shorter period for which such facility was outstanding or (ii) if such facility was created after the end of such four fiscal quarters, the average daily balance of such Indebtedness during the period from the date of creation of such facility to the date of such calculation) and the discharge of any other Indebtedness repaid, repurchased, redeemed, retired, defeased or otherwise discharged with the proceeds of such new Indebtedness as if such discharge had occurred on the first day of such period; or

(b) has repaid, repurchased, redeemed, retired, defeased or otherwise discharged any Indebtedness since the beginning of the period that is no longer outstanding on such date of determination or if the transaction giving rise to the need to calculate the Consolidated Coverage Ratio includes a discharge of Indebtedness (in each case, other than Indebtedness Incurred under any revolving Debt Facility unless such Indebtedness has been permanently repaid and the related commitment terminated and not replaced), Consolidated EBITDA and Consolidated Interest Expense for such period will be calculated after giving effect on a *pro forma* basis to such discharge of such Indebtedness, including with the proceeds of such new Indebtedness, as if such discharge had occurred on the first day of such period;

(2) if since the beginning of such period, the Company or any Restricted Subsidiary will have made any Asset Disposition or disposed of or discontinued (as defined under GAAP) any company, division, operating unit, segment, business, group of related assets or line of business or if the transaction giving rise to the need to calculate the Consolidated Coverage Ratio includes such a transaction:

(a) the Consolidated EBITDA for such period will be reduced by an amount equal to the Consolidated EBITDA (if positive) directly attributable to the assets that are the subject of such disposition or discontinuation for such period or increased by an amount equal to the Consolidated EBITDA (if negative) directly attributable thereto for such period; and

(b) Consolidated Interest Expense for such period will be reduced by an amount equal to the Consolidated Interest Expense directly attributable to any Indebtedness of the Company or any Restricted Subsidiary repaid, repurchased, redeemed, retired, defeased or otherwise discharged (to the extent the related commitment is permanently reduced) with respect to the Company and its continuing Restricted Subsidiaries in connection with such transaction for such period (or, if the Capital Stock of any Restricted Subsidiary is sold, the Consolidated Interest Expense for such period directly attributable to the Indebtedness of such Restricted Subsidiary to the extent the Company and its continuing Restricted Subsidiaries are no longer liable for such Indebtedness after such sale);

(3) if since the beginning of such period the Company or any Restricted Subsidiary (by merger or otherwise) will have made an Investment in any Restricted Subsidiary (or any Person that becomes a Restricted Subsidiary or is merged with or into the Company or a Restricted Subsidiary) or an acquisition of assets, including any acquisition of assets occurring in connection with a transaction causing a calculation to be made hereunder, which constitutes all or substantially all of a company, division, operating unit, segment,

business, group of related assets or line of business, Consolidated EBITDA and Consolidated Interest Expense for such period will be calculated after giving *pro forma* effect thereto (including the Incurrence of any Indebtedness) as if such Investment or acquisition occurred on the first day of such period; and

(4) if since the beginning of such period any Person (that subsequently became a Restricted Subsidiary or was merged with or into the Company or any Restricted Subsidiary since the beginning of such period) will have Incurred any Indebtedness or discharged any Indebtedness, made any disposition or any Investment or acquisition of assets that would have required an adjustment pursuant to clause (1), (2) or (3) above if made by the Company or a Restricted Subsidiary during such period, Consolidated EBITDA and Consolidated Interest Expense for such period will be calculated after giving *pro forma* effect thereto as if such transaction occurred on the first day of such period.

For purposes of this definition, whenever *pro forma* effect is to be given to any calculation under this definition, the *pro forma* calculations will be determined in good faith by a responsible financial or accounting officer of the Company (including *pro forma* expense and cost reductions calculated on a basis consistent with Regulation S-X under the Securities Act). If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest expense on such Indebtedness will be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Interest Rate Agreement applicable to such Indebtedness if such Interest Rate Agreement has a remaining term in excess of 12 months). If any Indebtedness that is being given *pro forma* effect bears an interest rate at the option of the Company, the interest rate shall be calculated by applying such optional rate chosen by the Company.

"*Consolidated EBITDA*" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(1) increased (without duplication) by the following items to the extent deducted in calculating such Consolidated Net Income:

(a) Consolidated Interest Expense; *plus*

(b) Consolidated Income Taxes; *plus*

(c) consolidated depreciation expense; *plus*

(d) consolidated amortization expense or impairment charges recorded in connection with the application of Accounting Standards Codification Topic 350, *Intangibles—Goodwill and Other*, or Topic 360, *Property, Plant and Equipment*"; *plus*

(e) other non-cash charges reducing Consolidated Net Income, including any write-offs or write-downs (excluding any such non-cash charge to the extent it represents an accrual of or reserve for cash charges in any future period or amortization of a prepaid cash expense that was capitalized at the time of payment; *provided* that the Company is permitted to add back non-cash charges representing an accrual or reserve relating to any legal, administrative or governmental claim, litigation, investigation or proceedings, even if cash charges may be anticipated in any future period, so long as (i) adding back such non-cash charges is consistent with the Company's past practice in its publicly reported "EBITDA" or "Adjusted EBITDA" included in its annual or quarterly earnings reports and (ii) the aggregate amount of such non-cash charges added pursuant to this proviso shall not exceed $35.0 million for any period of four consecutive fiscal quarters) and non-cash compensation expense recorded from grants of stock appreciation or similar rights, stock options, restricted stock or other rights to officers, directors or employees; *plus*

(f) any extraordinary, non-recurring or unusual cash expenses or losses, including, without limitation, severance costs, relocation costs, consolidation and closing costs, integration and facilities opening costs, business optimization costs, transition costs, restructuring costs, signing, retention or completion bonuses, and curtailments or modifications to pension and post-retirement employee benefit plans, in each case so long as adding back such expenses or losses is consistent with the Company's past practice in its publicly reported "EBITDA" or "Adjusted EBITDA" included in its annual or quarterly earnings reports; *plus*

(g) the amount of net cost savings projected by the Company in good faith to be realized as a result of specified actions taken or initiated in connection with the Transactions (calculated on a *pro forma* basis as though such cost savings had been realized on the first day of such period), net of the amount of actual benefits realized during such period from such actions; *provided* that (A) such cost savings are reasonably identifiable and factually supportable, (B) the aggregate amount of cost savings added pursuant to this clause (g) shall not exceed $40.0 million for the 2011 fiscal year and (C) the aggregate amount of cost savings added pursuant to this clause (g) shall not exceed $55.0 million for any period of four consecutive fiscal quarters; *provided*, *further*, that such cost savings shall be set forth in an Officers' Certificate which states (i) the amount of such cost savings and (ii) that such cost savings are based on the good faith belief of the Chief Financial Officer; *plus*

(h) any non-recurring fees, charges or expenses paid in connection with the Transactions within 180 days of the Completion Date that were deducted in computing Consolidated Net Income.

(2) decreased (without duplication) by the following items to the extent included in calculating such Consolidated Net Income:

(a) non-cash items increasing Consolidated Net Income of such Person for such period (excluding any items which represent the reversal of any accrual of, or reserve for, anticipated cash charges that reduced Consolidated EBITDA in any prior period), *plus*

(b) any extraordinary, non-recurring or unusual cash gains or income so long as deducting such gains or income is consistent with the Company's past practice in its publicly reported "EBITDA" or "Adjusted EBITDA" included in its annual or quarterly earnings reports, and

(3) increased or decreased (without duplication) to eliminate the following items reflected in Consolidated Net Income:

(a) any unrealized net gain or loss resulting in such period from Hedging Obligations and the application of Accounting Standards Codification Topic 815, *Derivatives and Hedging*;

(b) any net gain or loss resulting in such period from currency translation gains or losses related to currency remeasurements of Indebtedness; and

(c) effects of adjustments (including the effects of such adjustments pushed down to the Company and its Restricted Subsidiaries) in any line item in such Person's consolidated financial statements pursuant to GAAP resulting from the application of purchase accounting in relation to the Transactions and any completed acquisition.

Notwithstanding the foregoing, clauses (1)(b) through (h) relating to amounts of a Restricted Subsidiary of a Person will be added to Consolidated Net Income to compute Consolidated EBITDA of such Person only to the extent (and in the same proportion) that the net income (loss) of such Restricted Subsidiary was included in calculating the Consolidated Net Income of such Person and, to the extent the amounts set forth in clauses (1)(b) through (h) are in excess of those necessary to offset a net loss of such Restricted Subsidiary or if such Restricted Subsidiary has net income for such period included in Consolidated Net Income, only if a corresponding amount would be permitted at the date of determination to be dividended to the Company by such Restricted Subsidiary without prior approval (that has not been obtained), pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Restricted Subsidiary or its stockholders.

"*Consolidated Income Taxes*" means, with respect to any Person for any period, taxes imposed upon such Person or other payments required to be made by such Person by any governmental authority which taxes or other payments are calculated by reference to the income or profits or capital of such Person or such Person and its Restricted Subsidiaries (to the extent such income or profits were included in computing Consolidated Net Income for such period), including, without limitation, state, franchise and similar taxes and foreign withholding taxes regardless of whether such taxes or payments are required to be remitted to any governmental authority.

"*Consolidated Interest Expense*" means, for any period, the total interest expense of the Company and its consolidated Restricted Subsidiaries, whether paid or accrued, plus, to the extent not included in such interest expense:

(1) interest expense attributable to Capitalized Lease Obligations and the interest portion of rent expense associated with Attributable Indebtedness in respect of the relevant lease giving rise thereto, determined as if such lease were a capitalized lease in accordance with GAAP and the interest component of any deferred payment obligations;

(2) amortization of debt discount (including the amortization of original issue discount resulting from the issuance of Indebtedness at less than par) and debt issuance cost; *provided*, *however*, that any amortization of bond premium will be credited to reduce Consolidated Interest Expense unless, pursuant to GAAP, such amortization of bond premium has otherwise reduced Consolidated Interest Expense;

(3) non-cash interest expense, but any non-cash interest income or expense attributable to the movement in the mark-to-market valuation of Hedging Obligations or other derivative instruments pursuant to GAAP shall be excluded from the calculation of Consolidated Interest Expense;

(4) commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing;

(5) the interest expense on Indebtedness of another Person that is Guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries;

(6) costs associated with entering into Hedging Obligations (including amortization of fees) related to Indebtedness;

(7) interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period;

(8) the product of (a) all dividends paid or payable, in cash, Cash Equivalents or Indebtedness or accrued during such period on any series of Disqualified Stock of such Person or on Preferred Stock of its Restricted Subsidiaries that are not Subsidiary Guarantors payable to a party other than the Company or a Wholly Owned Subsidiary, times (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state, provincial and local statutory tax rate of such Person, expressed as a decimal, in each case, on a consolidated basis and in accordance with GAAP;

(9) Receivables Fees; and

(10) the cash contributions to any employee stock ownership plan or similar trust to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than the Company and its Restricted Subsidiaries) in connection with Indebtedness Incurred by such plan or trust.

For the purpose of calculating the Consolidated Coverage Ratio, the calculation of Consolidated Interest Expense shall include all interest expense (including any amounts described in clauses (1) through (10) above) relating to any Indebtedness of the Company or any Restricted Subsidiary described in the final paragraph of the definition of "Indebtedness."

For purposes of the foregoing, total interest expense will be determined (i) after giving effect to any net payments made or received by the Company and its Subsidiaries with respect to Interest Rate Agreements and (ii) exclusive of amounts classified as other comprehensive income in the balance sheet of the Company. Notwithstanding anything to the contrary contained herein, without duplication of clause (9) above, commissions, discounts, yield and other fees and charges Incurred in connection with any transaction pursuant to which the Company or its Restricted Subsidiaries may sell, convey or otherwise transfer or grant a security interest in any accounts receivable or related assets shall be included in Consolidated Interest Expense.

"*Consolidated Net Income*" means, for any period, the net income (loss) of the Company and its consolidated Restricted Subsidiaries determined on a consolidated basis in accordance with GAAP; *provided, however*, that there will not be included in such Consolidated Net Income on an after-tax basis:

(1) any net income (loss) of any Person if such Person is not a Restricted Subsidiary or that is accounted for by the equity method of accounting, except that:

  (a) subject to the limitations contained in clauses (3) through (7) below, the Company's equity in the net income of any such Person for such period will be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Person during such period to the Company or a Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution to a Restricted Subsidiary, to the limitations contained in clause (2) below); and

  (b) the Company's equity in a net loss of any such Person (other than an Unrestricted Subsidiary) for such period will be included in determining such Consolidated Net Income to the extent such loss has been funded with cash from the Company or a Restricted Subsidiary;

(2) any net income (but not loss) of any Restricted Subsidiary (other than a Subsidiary Guarantor) if such Restricted Subsidiary is subject to prior government approval or other restrictions due to the operation of its charter or any agreement, instrument, judgment, decree, order statute, rule or government regulation (which have not been waived), directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Company, except that:

  (a) subject to the limitations contained in clauses (3) through (7) below, the Company's equity in the net income of any such Restricted Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash that could have been distributed by such Restricted Subsidiary during such period to the Company or another Restricted Subsidiary as a dividend (subject, in the case of a dividend to another Restricted Subsidiary, to the limitation contained in this clause); and

  (b) the Company's equity in a net loss of any such Restricted Subsidiary for such period will be included in determining such Consolidated Net Income;

(3) any gain or loss (less all fees and expenses relating thereto) realized upon sales or other dispositions of any assets of the Company or such Restricted Subsidiary, other than in the ordinary course of business, as determined in good faith by the Board of Directors of the Company;

(4) any income or loss from discontinued operations and any gain or loss on disposal of discontinued operations;

(5) any income (loss) from the early extinguishment of Indebtedness or Hedging Obligations or other derivative instruments;

(6) any extraordinary gain or loss;

(7) any net income (loss) included in the consolidated statement of operations as noncontrolling interests due to the application of Accounting Standards Codification Topic 810, *Consolidation*; and

(8) the cumulative effect of a change in accounting principles.

"*Continuing Directors*" means, as of any date of determination, any member of the Board of Directors of the Company who: (1) was a member of such Board of Directors on the Issue Date or (2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board at the time of such nomination or election.

"*Convertible Notes*" means Indebtedness of the Company that is optionally convertible into Common Stock of the Company (and/or cash based on the value of such Common Stock) and/or Indebtedness of a Subsidiary of the Company that is optionally exchangeable for Common Stock of the Company (and/or cash based on the value of such Common Stock).

"*Currency Agreement*" means, in respect of a Person, any foreign exchange contract, currency swap agreement, futures contract, option contract or other similar agreement as to which such Person is a party or a beneficiary.

"*Debt Facility*" means, with respect to the Company or any Subsidiary Guarantor, one or more debt facilities (including, without limitation, the Senior Credit Facility and the Existing Securitization Facility) or commercial paper facilities 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 or issuances of debt securities evidenced by notes, debentures, bonds or similar instruments, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time (and whether or not with the original administrative agent, lenders or trustees or another administrative agent or agents, other lenders or other trustees and whether provided under the original Senior Credit Facility, the Existing Securitization Facility or any other credit or other agreement or indenture).

"*Default*" means any event that is, or after notice or passage of time or both would be, an Event of Default.

"*Disqualified Stock*" means, with respect to any Person, any Capital Stock of such Person that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event:

(1) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise;

(2) is convertible into or exchangeable for Indebtedness or Disqualified Stock (excluding Capital Stock which is convertible or exchangeable solely at the option of the Company or a Restricted Subsidiary (it being understood that upon such conversion or exchange it shall be an Incurrence of such Indebtedness or Disqualified Stock)); or

(3) is redeemable at the option of the holder of the Capital Stock in whole or in part,

in each case on or prior to the date 91 days after the earlier of the final maturity date of the Notes or the date the Notes are no longer outstanding; *provided*, *however*, that 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; *provided*, *further*, that any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Company or its Restricted Subsidiaries to repurchase such Capital Stock upon the occurrence of a Change of Control or Asset Disposition (each defined in a substantially identical manner to the corresponding definitions in the Indenture) shall not constitute Disqualified Stock if the terms of such Capital Stock (and all such securities into which it is convertible or exchangeable or for which it is redeemable) provide that the Company or its Restricted Subsidiaries, as applicable, is not required to repurchase or redeem any such Capital Stock (and all such securities into which it is convertible or exchangeable or for which it is redeemable) pursuant to such provision prior to compliance by the Company with the provisions of the Indenture described under the captions "—Repurchase at the option of holders—Change of control" and "—Repurchase at the option of holders—Asset sales" and such repurchase or redemption complies with "—Certain covenants—Limitation on restricted payments."

"*DTC*" means the Depository Trust Company.

"*Eligible Escrow Investments*" means (1) Government Securities maturing no later than the Business Day preceding the Special Redemption Date and (2) securities representing an interest or interests in money market funds registered under the Investment Company Act of 1940 whose shares are registered under the Securities Act investing in direct obligations of the United States of America and other obligations issued or guaranteed as to principal and interest by the U.S. government, its agencies or instrumentalities, and repurchase agreements secured by such obligations.

"*Equity Offering*" means a public offering for cash by the Company of its Common Stock, or options, warrants or rights with respect to its Common Stock, other than (x) public offerings with respect to the Company's Common Stock, or options, warrants or rights, registered on Form S-4 or Form S-8, (y) an issuance to any Subsidiary or (z) any offering of Common Stock issued in connection with a transaction that constitutes a Change of Control.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"*Exchange Notes*" means notes issued in a registered exchange offer pursuant to the Registration Rights Agreement.

"*Existing Securitization Facility*" means the Company's accounts receivables securitization program pursuant to the Credit and Security Agreement, dated as of August 31, 2007, among the borrowers named therein, UHS Receivables Corp., as collection agent, UHS of Delaware, Inc., as servicer, the Company, as performance guarantor, the conduit entities and liquidity providers named therein and Wachovia Bank, National Association, as administrative agent, as extended pursuant to the Extension Agreement, dated August 27, 2010, as amended by the Amended and Restated Credit and Security Agreement, dated as of October 27, 2010, among the special purpose limited liability companies named therein, as borrowers, UHS Receivables Corp., a subsidiary of the Company, as Collection Agent, UHS of Delaware, Inc., a subsidiary of the Company, as Servicer, the Company, as performance guarantor, Market Street Funding LLC, Victory Receivables Corporation and Three Pillars Funding LLC, as conduit lenders, SunTrust Bank, The Bank of Tokyo-Mitsubishi, UFJ, Ltd., New York Branch and PNC Bank, National Association ("PNC"), as liquidity banks, SunTrust Robinson Humphrey, Inc., as a co-agent and letter of credit participant, the Bank of Tokyo-Mitsubishi, UFJ, Ltd., New York Branch, as a co-agent and letter of credit participant, and PNC, as a co-agent, letter of credit bank and as administrative agent, as the same may be amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time (including increasing the amount loaned thereunder; *provided* that such additional Indebtedness is Incurred in accordance with the covenant described under "—Certain covenants—Limitation on indebtedness"), so long as any such amendment, restatement, modification, renewal, refunding, replacement or refinancing constitutes a Qualified Receivables Transaction.

"*Existing Senior Notes*" means the Company's $200.0 million principal amount of 6.75% Senior Notes due 2011 and $400.0 million principal amount of 7.125% Senior Notes due 2016.

"*Fair Market Value*" means, with respect to any asset or liability, the fair market value of such asset or liability as determined by Senior Management of the Company in good faith; *provided* that if the fair market value exceeds $10.0 million, such determination shall be made by the Board of Directors of the Company or an authorized committee thereof in good faith (including as to the value of all non-cash assets and liabilities).

"*GAAP*" means generally accepted accounting principles in the United States of America as in effect as of the Issue Date, including those 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 or in such other statements by such other entity as approved by a significant segment of the accounting profession. All ratios and computations based on GAAP contained in the Indenture will be computed in conformity with GAAP, except that in the event the Company is acquired in a transaction that is accounted for using purchase accounting, the effects of the application of purchase accounting shall be disregarded in the calculation of such ratios and other computations contained in the Indenture.

"*Government Securities*" means securities that are (a) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged or (b) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of

which is unconditionally Guaranteed as a full faith and credit obligation of the United States of America, which, in either case, are not callable or redeemable at the option of the issuer thereof, and shall also include a depositary receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such Government Securities or a specific payment of principal of or interest on any such Government Securities held by such custodian for the account of the holder of such depositary receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the Government Securities or the specific payment of principal of or interest on the Government Securities evidenced by such depositary receipt.

"*Guarantee*" means any obligation, contingent or otherwise, of any Person directly or indirectly Guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise); or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided, however,* that the term "Guarantee" will not include endorsements for collection or deposit in the ordinary course of business.

"*Guarantor Pari Passu Indebtedness*" means Indebtedness of a Subsidiary Guarantor that ranks equally in right of payment to its Note Guarantee.

"*Guarantor Subordinated Obligation*" means, with respect to a Subsidiary Guarantor, any Indebtedness of such Subsidiary Guarantor (whether outstanding on the Issue Date or thereafter Incurred) that is expressly subordinated in right of payment to the obligations of such Subsidiary Guarantor under its Note Guarantee pursuant to a written agreement.

"*Hedging Obligations*" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement.

"*Holder*" means a Person in whose name a Note is registered on the Registrar's books.

"*Incur*" means issue, create, assume, Guarantee, incur or otherwise become liable for; *provided, however,* that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary; and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing.

"*Indebtedness* " means, with respect to any Person on any date of determination (without duplication):

(1) the principal of and premium (if any) in respect of indebtedness of such Person for borrowed money;

(2) the principal of and premium (if any) in respect of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) the principal component of all obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments (including reimbursement obligations with respect thereto except to the extent such reimbursement obligation relates to a trade payable and such obligation is satisfied within 30 days of Incurrence);

(4) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (including earn-out obligations), which purchase price is due after the date of placing such property in service or taking delivery and title thereto, except (i) any such balance that constitutes a trade payable or similar obligation to a trade creditor, in each case accrued in the ordinary course of business and (ii) any earn-out obligation until the amount of such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP;

(5) Capitalized Lease Obligations and all Attributable Indebtedness of such Person (whether or not such items would appear on the balance sheet of the guarantor or obligor);

(6) the principal component or liquidation preference of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Non-Guarantor Subsidiary, any Preferred Stock (but excluding, in each case, any accrued dividends);

(7) the principal component of all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided*, *however*, that the amount of such Indebtedness will be the lesser of (a) the Fair Market Value of such asset at such date of determination and (b) the amount of such Indebtedness of such other Persons;

(8) the principal component of Indebtedness of other Persons to the extent Guaranteed by such Person (whether or not such items would appear on the balance sheet of the guarantor or obligor);

(9) to the extent not otherwise included in this definition, net obligations of such Person under Hedging Obligations (the amount of any such obligations to be equal at any time to the termination value of such agreement or arrangement giving rise to such Obligation that would be payable by such Person at such time); and

(10) to the extent not otherwise included in this definition, the Receivables Transaction Amount outstanding relating to a Qualified Receivables Transaction.

Notwithstanding the foregoing, money borrowed and set aside at the time of the Incurrence of any Indebtedness in order to pre-fund the payment of interest on such Indebtedness shall not be deemed to be "*Indebtedness*"; *provided* that such money is held to secure the payment of such interest. In addition, for the avoidance of doubt, obligations of any Person under a Permitted Bond Hedge or a Permitted Warrant shall not be deemed to be "*Indebtedness.*"

In addition, "Indebtedness" of any Person shall include Indebtedness described in the preceding paragraph that would not appear as a liability on the balance sheet of such Person if:

(1) such Indebtedness is the obligation of a partnership or joint venture that is not a Restricted Subsidiary (a "*Joint Venture*");

(2) such Person or a Restricted Subsidiary of such Person is a general partner of the Joint Venture (a "*General Partner*"); and

(3) there is recourse, by contract or operation of law, with respect to the payment of such Indebtedness to property or assets of such Person or a Restricted Subsidiary of such Person; and then such Indebtedness shall be included in an amount not to exceed:

  (a) the lesser of (i) the net assets of the General Partner and (ii) the amount of such obligations to the extent that there is recourse, by contract or operation of law, to the property or assets of such Person or a Restricted Subsidiary of such Person; or

  (b) if less than the amount determined pursuant to clause (a) immediately above, the actual amount of such Indebtedness that is recourse to such Person or a Restricted Subsidiary of such Person, if the Indebtedness is evidenced by a writing and is for a determinable amount.

"*Independent Financial Advisor*" means an accounting, appraisal, investment banking firm or consultant to Persons engaged in Similar Businesses of nationally recognized standing that is, in the good faith judgment of the Company, qualified to perform the task for which it has been engaged.

"*interest*" with respect to the Notes means interest with respect thereto and "Additional Interest," if any.

"*Interest Rate Agreement*" means, with respect to any Person, any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement as to which such Person is party or a beneficiary.

"*Investment* " means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of any direct or indirect advance, loan (other than advances or extensions of credit to customers in the ordinary course of business) or other extensions of credit (including by way of Guarantee or similar arrangement, but excluding any debt or extension of credit represented by a bank deposit (other than a time deposit)) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such Person and all other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP; *provided* that none of the following will be deemed to be an Investment:

(1) Hedging Obligations entered into in the ordinary course of business and in compliance with the Indenture;

(2) endorsements of negotiable instruments and documents in the ordinary course of business; and

(3) an acquisition of assets, Capital Stock or other securities by the Company or a Subsidiary for consideration to the extent such consideration consists of Common Stock of the Company.

For purposes of "—Certain covenants—Limitation on restricted payments,"

(1) "Investment" will include the portion (proportionate to the Company's equity interest in a Restricted Subsidiary that is to be designated an Unrestricted Subsidiary) of the Fair Market Value of the net assets of such Restricted Subsidiary at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary; *provided, however,* that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company will be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to (a) the Company's aggregate "Investment" in such Subsidiary as of the time of such redesignation less (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 that such Subsidiary is so redesignated a Restricted Subsidiary;

(2) any property transferred to or from an Unrestricted Subsidiary will be valued at its Fair Market Value at the time of such transfer; and

(3) if the Company or any Restricted Subsidiary sells or otherwise disposes of any Voting Stock of any Restricted Subsidiary such that, after giving effect to any such sale or disposition, such entity is no longer a Subsidiary of the Company, the Company shall be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Capital Stock of such Subsidiary not sold or disposed of.

"*Investment Grade Rating*" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's Investors Service, Inc. and BBB- (or the equivalent) by Standard & Poor's Ratings Group, Inc., or any equivalent rating by any Rating Agency, in each case, with a stable or better outlook.

"*Issue Date*" means September 29, 2010.

"*Lien*" means, with respect to any asset, any mortgage, lien (statutory or otherwise), pledge, hypothecation, charge, security interest, preference, priority 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, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction; *provided* that in no event shall an operating lease be deemed to constitute a Lien.

"*Merger Agreement*" means the Agreement and Plan of Merger, dated as of May 16, 2010, among the Company, Olympus Acquisition Corp. and PSI, as the same may be amended prior to the Issue Date.

"*Net Available Cash*" from an Asset Disposition means cash payments received (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and net proceeds from the sale or other disposition of any securities or other assets received as consideration, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other non-cash form) therefrom, in each case net of:

(1) all legal, accounting, investment banking, title and recording tax expenses, commissions and other fees and expenses Incurred, and all federal, state, provincial, foreign and local taxes required to be paid or accrued as a liability under GAAP (after taking into account any available tax credits or deductions and any tax sharing agreements), as a consequence of such Asset Disposition;

(2) all payments made on any Indebtedness that is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon such assets, or which must by its terms, or in order to obtain a necessary consent to such Asset Disposition, or by applicable law be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Disposition; and

(4) the deduction of appropriate amounts to be provided by the seller as a reserve, in accordance with GAAP, against any liabilities associated with the assets disposed of in such Asset Disposition and retained by the Company or any Restricted Subsidiary after such Asset Disposition.

"*Net Cash Proceeds*," with respect to any issuance or sale of Capital Stock, means the cash proceeds of such issuance or sale, net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees and charges actually Incurred in connection with such issuance or sale and net of taxes paid or payable as a result of such issuance or sale (after taking into account any available tax credit or deductions and any tax sharing arrangements).

"*Non-Guarantor Subsidiary*" means any Restricted Subsidiary that is not a Subsidiary Guarantor.

"*Non-Recourse Debt*" means Indebtedness of a Person:

(1) as to which neither the Company nor any Restricted Subsidiary (a) provides any Guarantee or credit support of any kind (including any undertaking, Guarantee, indemnity, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable (as a guarantor or otherwise);

(2) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of the Company or any Restricted Subsidiary to declare a default under such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its Stated Maturity; and

(3) the explicit terms of which provide there is no recourse against any of the assets of the Company or its Restricted Subsidiaries, except that Standard Securitization Undertakings shall not be considered recourse.

"*Note Guarantee*" means, individually, any Guarantee of payment of the Notes and Exchange Notes issued in a registered exchange offer pursuant to the Registration Rights Agreement and the Company's other Obligations under the Indenture by a Subsidiary Guarantor pursuant to the terms of the Indenture and any supplemental indenture thereto, and, collectively, all such Guarantees.

"*Obligations*" means any principal, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), other monetary obligations, penalties, fees, indemnifications, reimbursements (including reimbursement obligations with respect to letters of credit and banker's acceptances), damages and other liabilities, and Guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Indebtedness.

"*Officer*" means the Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of the Company or, in the event that the Company is a partnership or a limited liability company that has no such officers, a person duly authorized under applicable law by the general partner, managers, members or a similar body to act on behalf of the Company. Officer of any Subsidiary Guarantor has a correlative meaning.

"*Officers' Certificate*" means a certificate signed by two Officers of the Company, one of whom is the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer, or by an Officer and either an Assistant Treasurer or an Assistant Secretary of the Company.

"*Opinion of Counsel*" means a written opinion from legal counsel who is reasonably acceptable to the Trustee. The counsel may be an employee of or counsel to the Company or the Trustee.

"*Pari Passu Indebtedness*" means Indebtedness that ranks equally in right of payment to the Notes (without giving effect to collateral arrangements).

"*Permitted Bond Hedge*" means any call options or capped call options referencing the Company's Common Stock purchased by the Company concurrently with the issuance of Convertible Notes to hedge the Company's or any Subsidiary issuer's obligations under such Indebtedness.

"*Permitted Holders*" means Alan B. Miller, Marc D. Miller, A. Miller Family, LLC, MMA Family LLC and any trust formed for the benefit of the spouses, children and other family members of Alan B. Miller and Marc D. Miller. Any Person or group 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 (or would result in a Change of Control Offer in the absence of the waiver of such requirement by Holders in accordance with the Indenture) will thereafter constitute additional Permitted Holders.

"*Permitted Investment*" means an Investment by the Company or any Restricted Subsidiary in:

(1) a Restricted Subsidiary (other than a Receivables Entity);

(2) any Investment by the Company or any of its Restricted Subsidiaries in a Person that is engaged in a Similar Business if as a result of such Investment:

  (a) such Person becomes a Restricted Subsidiary; or

  (b) such Person, in one transaction or a series of related transactions, is merged or consolidated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary,

  and, in each case, any Investment held by such Person; *provided* that such Investment was not acquired by such Person in contemplation of such acquisition, merger, consolidation or transfer;

(3) cash and Cash Equivalents;

(4) receivables owing to the Company or any Restricted Subsidiary created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; *provided, however*, that such trade terms may include such concessionary trade terms as the Company or any such Restricted Subsidiary deems reasonable under the circumstances;

(5) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(6) loans or advances to employees, Officers or directors of the Company or any Restricted Subsidiary in the ordinary course of business in an aggregate amount not in excess of $10.0 million at any time outstanding;

(7) 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 issuer 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;

(8) Investments made as a result of the receipt of non-cash consideration from an Asset Disposition that was made pursuant to and in compliance with "—Repurchase at the option of holders—Asset sales" or any other disposition of assets not constituting an Asset Disposition;

(9) Investments in existence on the Issue Date;

(10) Currency Agreements, Interest Rate Agreements, Commodity Agreements and related Hedging Obligations, which transactions or obligations are Incurred in compliance with "—Certain covenants—Limitation on indebtedness";

(11) Guarantees issued in accordance with "—Certain covenants—Limitation on indebtedness";

(12) Investments made in connection with the funding of contributions under any non-qualified retirement plan or similar employee compensation plan in an amount not to exceed the amount of compensation expense recognized by the Company and its Restricted Subsidiaries in connection with such plans;

(13) Investments by the Company or a Restricted Subsidiary in a Receivables Entity or any Investment by a Receivables Entity in any other Person, in each case, in connection with a Qualified Receivables Transaction (*provided, however,* that any Investment in any such Person is in the form of a Purchase Money Note), or any equity interest or interests in Receivables and related assets generated by the Company or a Restricted Subsidiary and transferred to any Person in connection with a Qualified Receivables Transaction or any such Person owning such Receivables;

(14) Investments in any Permitted Bond Hedge;

(15) Investments by means of any payment of cash by the Company or any Subsidiary issuer upon conversion or exchange of any Convertible Notes;

(16) Investments by the Company or any of its Restricted Subsidiaries, together with all other Investments pursuant to this clause (16), in an aggregate amount at the time of such Investment not to exceed $150.0 million outstanding at any one time (with the Fair Market Value of such Investment being measured at the time made and without giving effect to subsequent changes in value); and

(17) any Asset Swap made in accordance with "—Repurchase at the option of holders—Asset sales."

"*Permitted Liens*" means, with respect to any Person:

(1) Liens securing Indebtedness and other obligations permitted to be Incurred under the provisions described in clause (1) of the second paragraph under "—Certain covenants—Limitation on indebtedness" and related Hedging Obligations and related banking services or cash management obligations and Liens on assets of Restricted Subsidiaries securing Guarantees of such Indebtedness and other obligations;

(2) pledges or deposits by such Person under workers' compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or United States government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import or customs duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(3) Liens imposed by law, including carriers', warehousemen's, mechanics', materialmen's and repairmen's Liens, Incurred in the ordinary course of business;

(4) Liens for taxes, assessments or other governmental charges not yet subject to penalties for non-payment or that are being contested in good faith by appropriate proceedings provided appropriate reserves required pursuant to GAAP have been made in respect thereof;

(5) Liens in favor of issuers of surety or performance bonds or letters of credit or bankers' acceptances or similar obligations issued pursuant to the request of and for the account of such Person in the ordinary course of its business; *provided*, *however*, that such letters of credit do not constitute Indebtedness;

(6) encumbrances, ground leases, 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, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties 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;

(7) customary Liens securing Hedging Obligations entered into by the Company and its Restricted Subsidiaries in the ordinary course of business (and not for speculative purposes);

(8) leases, licenses, subleases and sublicenses of assets (including, without limitation, real property and intellectual property rights) that do not materially interfere with the ordinary conduct of the business of the Company or any of its Restricted Subsidiaries;

(9) judgment Liens not giving rise to an Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(10) Liens for the purpose of securing the payment of all or a part of the purchase price of, or Capitalized Lease Obligations, mortgage financings, purchase money obligations or other payments Incurred to finance assets or property (other than Capital Stock or other Investments) acquired, constructed, improved or leased in the ordinary course of business; *provided* that:

  (a) the aggregate principal amount of Indebtedness secured by such Liens is otherwise permitted to be Incurred under the Indenture and does not exceed the cost of the assets or property so acquired, constructed or improved; and

  (b) such Liens are created within 180 days of construction, acquisition or improvement of such assets or property and do not encumber any other assets or property of the Company or any Restricted Subsidiary other than such assets or property and assets affixed or appurtenant thereto;

(11) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depositary institution; *provided* that:

  (a) such deposit account is not a dedicated cash collateral account and is not subject to restrictions against access by the Company in excess of those set forth by regulations promulgated by the Federal Reserve Board; and

  (b) such deposit account is not intended by the Company or any Restricted Subsidiary to provide collateral to the depository institution;

(12) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases entered into by the Company and its Restricted Subsidiaries in the ordinary course of business;

(13) Liens existing on the Issue Date (other than Liens permitted under clauses (1) and (24));

(14) Liens on property or shares of stock of a Person at the time such Person becomes a Restricted Subsidiary; *provided, however*, that such Liens are not created, Incurred or assumed in connection with, or in contemplation of, such other Person becoming a Restricted Subsidiary; *provided further, however,* that any such Lien may not extend to any other property owned by the Company or any Restricted Subsidiary;

(15) Liens on property at the time the Company or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger or consolidation with or into the Company or any Restricted Subsidiary; *provided, however*, that such Liens are not created, Incurred or assumed in connection with, or in contemplation of, such acquisition; *provided further, however*, that such Liens may not extend to any other property owned by the Company or any Restricted Subsidiary;

(16) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to the Company or another Restricted Subsidiary (other than a Receivables Entity);

(17) Liens securing the Notes and Note Guarantees;

(18) Liens securing Refinancing Indebtedness Incurred to refinance, refund, replace, amend, extend or modify, as a whole or in part, Indebtedness that was previously so secured pursuant to clauses (10), (13), (14), (15), (17), (18) and (24) of this definition; *provided* that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced or is in respect of property that is the security for a Permitted Lien hereunder;

(19) any interest or title of a lessor under any Capitalized Lease Obligation or operating lease;

(20) Liens in favor of the Company or any Restricted Subsidiary;

(21) Liens under industrial revenue, municipal or similar bonds;

(22) Liens on assets transferred to a Receivables Entity or on assets of a Receivables Entity, in either case Incurred in connection with a Qualified Receivables Transaction;

(23) Liens securing Indebtedness (other than Subordinated Obligations and Guarantor Subordinated Obligations); *provided* that at the time of Incurrence and after giving effect to the Incurrence of such Indebtedness and the application of the proceeds therefrom on such date, the Secured Leverage Ratio of the Company would not exceed 3.0 to 1.0;

(24) Liens securing the Existing Senior Notes with respect to assets or property securing the Senior Credit Facility; and

(25) Liens securing Indebtedness (other than Subordinated Obligations and Guarantor Subordinated Obligations) in an aggregate principal amount outstanding at any one time not to exceed $25.0 million.

"*Permitted Warrant*" means any call option in respect of the Company's Common Stock sold by the Company concurrently with the issuance of Convertible Notes.

"*Person*" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision hereof or any other entity.

"*Preferred Stock*," as applied to the Capital Stock of any corporation, means Capital Stock of any class or classes (however designated) that is preferred as to the payment of dividends upon liquidation, dissolution or winding up.

"*PSI*" means Psychiatric Solutions, Inc., a Delaware corporation.

"*Purchase Money Note*" means a promissory note of a Receivables Entity evidencing the deferred purchase price of Receivables (and related assets) and/or a line of credit, which may be irrevocable, from the Company or any Restricted Subsidiary in connection with a Qualified Receivables Transaction with a Receivables Entity, which deferred purchase price or line is repayable from cash available to the Receivables Entity, other than amounts required to be established as reserves pursuant to agreements, amounts paid to investors in respect of interest, principal and other amounts owing to such investors and amounts owing to such investors and amounts paid in connection with the purchase of newly generated Receivables.

"*Qualified Receivables Transaction*" means any transaction or series of transactions that may be entered into by the Company or any of its Restricted Subsidiaries pursuant to which the Company or any of its Restricted Subsidiaries may sell, convey or otherwise transfer to (1) a Receivables Entity (in the case of a transfer by the Company or any of its Restricted Subsidiaries) and (2) any other Person (in the case of a transfer by a Receivables Entity), or may grant a security interest in, any Receivables (whether now existing or arising in the future) of the Company or any of its Restricted Subsidiaries, and any assets related thereto, all contracts and all Guarantees or other obligations in respect of such accounts receivable, the proceeds of such Receivables and other assets that are customarily transferred (including, without limitation, assets of the type transferred pursuant to the Existing Securitization Facility as in effect on the Issue Date), or in respect of which security interests are customarily granted, in connection with asset securitizations involving Receivables.

"*Rating Agency*" means each of Standard & Poor's Ratings Group, Inc. and Moody's Investors Service, Inc., or if Standard & Poor's Ratings Group, Inc. or Moody's Investors Service, Inc. or both shall not make a rating on the Notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Company (as certified by a resolution of the Board of Directors) which shall be substituted for Standard & Poor's Ratings Group, Inc. or Moody's Investors Service, Inc. or both, as the case may be.

"*Receivable*" means a right to receive payment arising from a sale or lease of goods or the performance of services by a Person pursuant to an arrangement with another Person pursuant to which such other Person is obligated to pay for goods or services under terms that permit the purchase of such goods and services on credit and shall include, in any event, any items of property that would be classified as an "account," "chattel paper," "payment intangible" or "instrument" under the Uniform Commercial Code as in effect in the State of New York and any "supporting obligations" as so defined.

"*Receivables Entity*" means a Wholly Owned Subsidiary (or another Person in which the Company or any Restricted Subsidiary makes an Investment and to which the Company or any Restricted Subsidiary transfers Receivables and related assets) which engages in no activities other than in connection with the financing of Receivables and which is designated by the Board of Directors of the Company (as provided below) as a Receivables Entity:

(1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which:

  (a) is Guaranteed by the Company or any Restricted Subsidiary (excluding Guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings);

  (b) is recourse to or obligates the Company or any Restricted Subsidiary in any way other than pursuant to Standard Securitization Undertakings; or

  (c) subjects any property or asset of the Company or any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

(2) with which neither the Company nor any Restricted Subsidiary has any material contract, agreement, arrangement or understanding (except in connection with a Purchase Money Note or Qualified Receivables

Transaction) other than on terms no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Company, other than fees payable in the ordinary course of business in connection with servicing Receivables; and

(3) to which neither the Company nor any Restricted Subsidiary has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

Any such 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 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 foregoing conditions; *provided* that the special purpose receivables Subsidiaries of the Company parties to the Existing Securitization Facility shall be deemed to have been designated by the Board of Directors of the Company as Receivables Entities without the filing of any such resolution or Officers' Certificate.

"*Receivables Fees*" means any fees or interest paid to purchasers or lenders providing the financing in connection with a Qualified Receivables Transaction, factoring agreement or other similar agreement, including any such amounts paid by discounting the face amount of Receivables or participations therein transferred in connection with a Qualified Receivables Transaction, factoring agreement or other similar arrangement, regardless of whether any such transaction is structured as on-balance sheet or off-balance sheet or through a Restricted Subsidiary or an Unrestricted Subsidiary.

"*Receivables Transaction Amount*" means the amount of obligations outstanding under the legal documents entered into as part of such Qualified Receivables Transaction on any date of determination that would be characterized as principal if such Qualified Receivables Transaction were structured as a secured lending transaction rather than as a purchase.

"*Refinancing Indebtedness*" means Indebtedness that is Incurred to refund, refinance, replace, exchange, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) (collectively, "refinance," "refinances" and "refinanced" shall each have a correlative meaning) any Indebtedness existing on the Issue Date or Incurred in compliance with the Indenture (including Indebtedness of the Company that refinances Indebtedness of any Restricted Subsidiary and Indebtedness of any Restricted Subsidiary that refinances Indebtedness of another Restricted Subsidiary) including Indebtedness that refinances Refinancing Indebtedness; *provided, however,* that:

(1) (a) if the Stated Maturity of the Indebtedness being refinanced is earlier than the Stated Maturity of the Notes, the Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being refinanced or (b) if the Stated Maturity of the Indebtedness being refinanced is later than the Stated Maturity of the Notes, the Refinancing Indebtedness has a Stated Maturity at least 91 days later than the Stated Maturity of the Notes;

(2) the Refinancing Indebtedness has an Average Life at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the Average Life of the Indebtedness being refinanced;

(3) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the sum of the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness being refinanced (plus, without duplication, any additional Indebtedness Incurred to pay interest or premiums required by the instruments governing such existing Indebtedness and fees Incurred in connection therewith);

(4) if the Indebtedness being refinanced is subordinated in right of payment to the Notes or the Note Guarantees, such Refinancing Indebtedness is subordinated in right of payment to the Notes or the Note Guarantees on terms at least as favorable to the Holders as those contained in the documentation governing the Indebtedness being refinanced; and

(5) Refinancing Indebtedness shall not include Indebtedness of a Non-Guarantor Subsidiary that refinances Indebtedness of the Company or a Subsidiary Guarantor.

"*Registration Rights Agreement*" means that certain Registration Rights Agreement, dated as of the Issue Date, by and among the Escrow Issuer and the initial purchasers set forth therein (and to which the Company and the Subsidiary Guarantors were joined on the Completion Date) and, with respect to any Additional Notes, one or more substantially similar registration rights agreements among the Company, the Subsidiary Guarantors and the other parties thereto, as such agreements may be amended from time to time.

"*Restricted Investment*" means any Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means any Subsidiary of the Company other than an Unrestricted Subsidiary.

"*Sale/Leaseback Transaction*" means an arrangement relating to property now owned or hereafter acquired whereby the Company or a Restricted Subsidiary transfers such property to a Person (other than the Company or any of its Subsidiaries) and the Company or a Restricted Subsidiary leases it from such Person.

"*SEC*" means the United States Securities and Exchange Commission.

"*Secured Indebtedness*" means any Indebtedness of the Company or any of its Restricted Subsidiaries secured by a Lien.

"*Secured Leverage Ratio*" means, with respect to any Person at any date, the ratio of (1) Secured Indebtedness of such Person and its Restricted Subsidiaries as of such date of calculation (determined on a consolidated basis in accordance with GAAP) to (2) Consolidated EBITDA of such Person for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which financial statements prepared on a consolidated basis in accordance with GAAP are available. In the event that the Company or any of its Restricted Subsidiaries Incurs or redeems any Secured 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 or redemption of Indebtedness as if the same had occurred at the beginning of the applicable four fiscal quarter period. The Secured Leverage Ratio shall be calculated in a manner consistent with the definition of "Consolidated Coverage Ratio," including any *pro forma* adjustments to Consolidated EBITDA as set forth therein (including for acquisitions).

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"*Senior Credit Facility*" means the Credit Agreement referred to in this prospectus as the "senior credit facility," entered into as of November 15, 2010 among the Company, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders parties thereto from time to time, as the same may be amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time (including increasing the amount loaned thereunder; *provided* that such additional Indebtedness is Incurred in accordance with the covenant described under "—Certain covenants—Limitation on indebtedness"); *provided* that a Senior Credit Facility shall not (1) include Indebtedness issued, created or Incurred pursuant to a registered offering of securities under the Securities Act or a private placement of securities (including under Rule 144A or Regulation S) pursuant to an exemption from the registration requirements of the Securities Act or (2) relate to Indebtedness that does not consist exclusively of Pari Passu Indebtedness or Guarantor Pari Passu Indebtedness.

"*Senior Management*" means the Chief Executive Officer and the Chief Financial Officer of the Company.

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "Significant Subsidiary" of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

"*Similar Business*" means any business conducted or proposed to be conducted by the Company and its Restricted Subsidiaries on the Issue Date or any business that is similar, reasonably related, incidental or ancillary thereto.

"*Specified Change of Control*" means a "Change of Control" (or any other defined term having a similar purpose) as defined in the Indenture, dated as of January 20, 2000, between the Company and J.P. Morgan Trust Company, National Association (as successor in interest to Bank One Trust Company, N.A.), as trustee, as it relates to the Existing Senior Notes.

"*Standard Securitization Undertakings*" means representations, warranties, covenants and indemnities entered into by the Company or any Restricted Subsidiary that are reasonably customary in securitization of Qualified Receivables Transactions.

"*Stated Maturity*" means, with respect to any security, the date specified in the agreement governing or certificate relating to such Indebtedness as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision, but not including any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

"*Subordinated Obligation*" means any Indebtedness of the Company (whether outstanding on the Issue Date or thereafter Incurred) that is subordinated or junior in right of payment to the Notes pursuant to a written agreement.

"*Subsidiary*" of any Person means (a) any corporation, association or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total ordinary voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or Persons performing similar functions) or (b) any partnership, joint venture limited liability company or similar entity of which more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, is, in the case of clauses (a) and (b), at the time owned or controlled, directly or indirectly, by (1) such Person, (2) such Person and one or more Subsidiaries of such Person or (3) one or more Subsidiaries of such Person. Unless otherwise specified herein, each reference to a Subsidiary will refer to a Subsidiary of the Company.

"*Subsidiary Guarantor*" means each Restricted Subsidiary in existence on the Issue Date that provides a Note Guarantee on the Issue Date (and any other Restricted Subsidiary that provides a Note Guarantee in accordance with the Indenture); *provided* that upon release or discharge of such Restricted Subsidiary from its Note Guarantee in accordance with the Indenture, such Restricted Subsidiary ceases to be a Guarantor.

"*Total Assets*" means the total assets of the Company and its Restricted Subsidiaries on a consolidated basis determined in accordance with GAAP, as shown on the most recent balance sheet of the Company or such other Person as may be expressly stated.

"*Transactions*" means the acquisition of PSI contemplated by the Merger Agreement, the issuance of the Notes, borrowings under the Senior Credit Facilities in connection therewith and the use of proceeds thereof.

"*Treasury Rate*" means as of any date of redemption of Notes the yield to maturity at the time of computation 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 or similar market data)) most nearly equal to the period from the redemption date to October 1, 2014; *provided, however*, that if the period from the redemption date to October 1, 2014 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the redemption date to October 1, 2014 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.

"*Unrestricted Subsidiary*" means:

(1) any Subsidiary of the Company which at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors of the Company in the manner provided below; and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Company may designate any Subsidiary of the Company (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger or consolidation or Investment therein) to be an Unrestricted Subsidiary only if:

(1) such Subsidiary or any of its Subsidiaries does not own any Capital Stock or Indebtedness of or have any Investment in, or own or hold any Lien on any property of, any other Subsidiary of the Company that is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary;

(2) all the Indebtedness of such Subsidiary and its Subsidiaries shall, at the date of designation, and will at all times thereafter, consist of Non-Recourse Debt;

(3) such designation and the Investment of the Company in such Subsidiary complies with "—Certain covenants—Limitation on restricted payments";

(4) such Subsidiary, either alone or in the aggregate with all other Unrestricted Subsidiaries, does not operate, directly or indirectly, all or substantially all of the business of the Company and its Subsidiaries;

(5) such Subsidiary 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 Capital Stock of such Person; 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

(6) on the date such Subsidiary is designated an Unrestricted Subsidiary, such Subsidiary is not a party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary with terms substantially less favorable to the Company than those that might have been obtained from Persons who are not Affiliates of the Company.

Any such designation by the Board of Directors of the Company shall be evidenced to the Trustee by filing with the Trustee a resolution of the Board of Directors of the Company giving effect to such designation and an Officers' Certificate certifying that such designation complies with the foregoing conditions. If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary shall be deemed to be Incurred as of such date.

The Board of Directors of the Company may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that immediately after giving effect to such designation, no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof and the Company could Incur at least $1.00 of additional Indebtedness pursuant to the first paragraph of the "—Certain covenants—Limitation on indebtedness" covenant on a *pro forma* basis taking into account such designation.

"*Voting Stock*" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors, managers or trustees, as applicable, of such Person.

"*Wholly Owned Subsidiary*" means a Restricted Subsidiary, all of the Capital Stock of which (other than directors' qualifying shares) is owned by the Company or another Wholly Owned Subsidiary.

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 such 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 where such exchange notes were acquired as a result of market-making activities or other trading activities. We have agreed to supplement or amend this prospectus for up to 180 days (subject to extension under specified circumstances) after the expiration date, in order to expedite or facilitate the disposition of any exchange notes by broker-dealers.

We will not receive any proceeds from any sale of the exchange notes by brokers-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, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit of any such resale of exchange notes and any commissions or concessions received by any such 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 such period of time as such broker-dealers subject to the prospectus delivery requirements of the Securities Act must comply with such requirements, from the date on which the exchange offer is consummated, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses in connection with the exchange offer (including the fees and disbursements of one counsel for the participating holders of the outstanding notes), other than underwriting discounts and commissions, brokerage commissions and transfer taxes, if any, relating to the sale or disposition of outstanding notes by the holders, and will indemnify the holders of the outstanding notes and their affiliates, directors, officers and controlling persons against certain liabilities, including liabilities under the Securities Act.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE EXCHANGE OFFER

General

The following is a general discussion of the material United States federal income tax consequences of the exchange of outstanding notes for exchange notes in the exchange offer, and the ownership and disposition of the notes.

This discussion:

- does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase notes;
- is based on the tax laws of the United States, including the Code, Treasury regulations (final, temporary and proposed), administrative rulings and practice, and judicial decisions in effect as of the date of this offering memorandum, all of which are subject to change, possibility with retroactive effect;
- deals only with holders who hold the notes as "capital assets" within the meaning of Section 1221 of the Code;
- discusses only the tax considerations applicable to holders who exchange outstanding notes for exchange notes in the exchange offer and who purchased the outstanding notes at the initial offering for an amount equal to their "issue price" within the meaning of Section 1273 of the Code; and
- does not address tax considerations applicable to investors that are subject to special tax rules, such as banks, insurance companies, tax-exempt organizations, regulated investment companies, real estate investment trusts, grantor trusts, dealers in securities or currencies, traders in securities that elect that mark-to-market method of accounting for their securities holdings, persons that will hold the notes as part of a hedging transaction, "straddle" or "conversion transaction" for tax purposes, partnerships or other pass-through entities treated as such for United States federal income tax purposes, expatriates, persons deemed to sell notes under the constructive sale provisions of the Code, persons liable for alternative minimum tax or U.S. Holders (as described below) of the notes whose "functional currency" is not the U.S. dollar.

If a partnership, or other entity taxable as a partnership for United States federal income tax purposes, holds the notes, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. A partner in a partnership or similar pass-through entity should consult its tax advisors regarding the United States federal income tax consequences of holding the notes.

For purposes of this summary, a "U.S. Holder" is a beneficial owner of notes that is (1) an individual citizen or resident, as defined in Section 7701(b) or the Code, of the United States, (2) a corporation, or other entity that is taxable as a corporation for United States federal income tax purposes, created or organized under the laws of the United States or any state or political subdivision thereof (including the District of Columbia), (3) an estate, the income of which is subject to United States federal income taxation regardless of its source, and (4) a trust, if a United States court can exercise primary supervision over the administration of such trust and one or more United States persons has the authority to control all substantial decisions of the trust. A "Non-U.S. Holder" is a beneficial owner of notes, other than a partnership, that is not a U.S. Holder.

We have not sought any ruling from the IRS with respect to the statements made and the conclusions reached in the following summary, and the IRS may not agree with such statements and conclusions. In addition, the IRS is not precluded from adopting a contrary position. This summary does not consider the effect of any applicable foreign, state, local or other tax laws.

Prospective purchasers of the notes should seek advice from an independent tax advisor based on their particular circumstances as to the United States federal, state, local, and other tax consequences to them of the purchase, ownership, and disposition of the notes.

Tax consequences of the exchange offer

The tender of outstanding notes in exchanges for exchange notes in the exchange offer will not constitute a taxable event to holders for United States federal income tax purposes and, accordingly, the United States federal income tax consequences of holding the exchanges notes are identical to those of holding the outstanding notes (as more fully described below). As a result, no gain or loss will be recognized by a holder upon receipt of an exchange note in exchange for an outstanding note and any such holder will have the same adjusted basis and holding period in the exchange note as in the outstanding note immediately before the exchange.

Tax treatment of U.S. Holders

Payment of Interest. Interest paid on a note generally will be taxable to a U.S. Holder as ordinary interest income at the time it accrues or is received in accordance with the U.S. Holder's method of accounting for United States federal income tax purposes.

In certain circumstances (see "Description of Exchange Notes—Optional redemption," "Description of Exchange Notes—Repurchase at the option of the holders" and "The Exchange Offer"), we may be obligated to pay amounts in excess of stated interest or principal on the notes. We intend to take the position that the notes should not be treated as contingent payment debt instruments for United States federal income tax purposes because of the remote and incidental nature of such additional payments. Our determination regarding these additional payments is binding on a U.S. Holder unless such holder discloses its contrary position in the manner required by applicable Treasury regulations. Our determination is not, however, binding on the IRS, and if the IRS were to challenge this determination, a U.S. Holder might be required to accrue additional interest income on its notes, and to treat as ordinary income rather than capital gain any income realized on the taxable disposition of a note before the resolution of the contingencies. In the event a contingency occurs, including, for example, the obligation to pay additional interest pursuant to the registration rights agreement (see "The Exchange Offer"), it would affect the amount and timing of the income recognized by a U.S. Holder. The rest of this summary assumes that the notes are not contingent payment debt instruments for United States federal income tax purposes.

Sale, exchange and retirement of the notes. In general, a U.S. Holder of the notes will have a tax basis in such notes equal to the cost of such notes. Upon a sale, exchange, or retirement of the notes, a U.S. Holder will generally recognize gain or loss equal to the difference between the amount realized on the sale, exchange or retirement (less any accrued and unpaid interest, which will be taxable as ordinary income to the extent not previously included in income) and the holder's tax basis in such notes. Such gain or loss will be long-term capital gain or loss if the U.S. Holder held the notes for more than one year at the time of disposition. In certain circumstances, the net long-term capital gains derived by U.S. Holders that are not corporations may be entitled to a preferential tax rate; however, the ability of U.S. Holders to offset capital losses against ordinary income is limited.

Tax treatment on Non-U.S. Holders

The rules governing United States federal income taxation of Non-U.S. Holders are complex. Non-U.S. Holders should consult with their own tax advisors to determine the effect of federal, state, local, estate and foreign income tax laws, as well as treaties, with regard to an investment in the notes, including any reporting requirements.

Payment of interest. Subject to the discussion of backup withholding below, payment of interest on the notes that is not effectively connected with a Non-U.S. Holder's conduct of a trade or business in the United States will not be subject to the 30% United States federal withholding tax provided that the Non-U.S. Holder:

- does not actually (or constructively) own 10% or more of the total combined voting power of all classes of our voting stock within the meaning of the Code and the Treasury regulations;
- is not a controlled foreign corporation that is related, directly or indirectly, to us through unit ownership;

- is not a bank whose receipt of interest on the notes is described in Section 881(c)(3)(A) of the Code; and
- has fulfilled the certification requirements set forth in Section 87(h) or Section 881(c) of the Code, as discussed below.

The certification requirements referred to above will be fulfilled if a Non-U.S. Holder certifies on IRS Form W-8BEN or other successor form, under penalties of perjury, that such Non-U.S. Holder is not a U.S. person for United States federal income tax purposes and provides such holder's name and address, and (i) the Non-U.S. Holder files IRS Form W-BEN or other successor form with the withholding agent or (ii) in the case of a note held on such holder's behalf by a securities clearing organization, bank or other financial institution holding customers' securities in the ordinary course of its trade or business, the financial institution files with the withholding agent a statement that it has received the IRS Form W-8BEN or other successor form from the holder and furnishes the withholding agent with a copy thereof; provided that a foreign financial institution will fulfill the certification requirement by filing IRS Form W-8IMY if it has entered into an agreement with the IRS to be treated as a qualified intermediary.

If a Non-U.S. Holder cannot satisfy the requirements described above, payment of interest made to such holder will be subject to a 30% U.S. federal withholding tax, unless the holder provides us with a properly executed (i) IRS Form W-8BEN (or successor form) claiming an exemption from (or a reduction of) withholding under the benefit of a tax treaty and stating such holder's taxpayer identification number ("TIN") or (ii) IRS Form W-8ECI (or successor form) stating that payments on the notes are not subject to withholding tax because such payments are effectively connected with such holder's conduct of a trade or business in the United States, as described below.

If a Non-U.S. Holder is engaged in a trade or business in the United States and interest on the notes is effectively connected with the conduct of that trade or business (and, if a tax treaty applies, is attributable to a permanent establishment in the United States), such holder will be subject to United States federal income tax on the interest on a net income basis in the same manner as if such holder were a U.S. Holder. In that case, a Non-U.S. Holder would not be subject to the 30% United States federal withholding tax described above and would be required to provide to the withholding agent a properly executed IRS Form W-8ECI or other successor form. In addition, if a Non-U.S. Holder is a corporation for United States federal income tax purposes, such holder may be subject to a branch profits tax with respect to such interest payment at a rate of 30% (or at a reduced rate under an applicable income tax treaty).

Sale, exchange, retirement or other taxable disposition of the notes. Any gain realized on the sale, exchange, retirement or other taxable disposition of the notes generally will not be subject to United States federal income tax (including the 30% United States federal withholding tax) unless:

- that gain is effectively connected with the conduct of a trade or business in the United States by the Non-U.S. Holder, (and, if a tax treaty applies, such gain is attributable to a permanent establishment in the United States);
- the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or
- the Non-U.S. Holder is a corporation for United States federal income tax purposes and, therefore, may be subject to a branch profits tax with respect to such gain at a rate of 30% (or at a reduced rate under an applicable income tax treaty).

To the extent that the amount realized on any sale, exchange, retirement or other taxable disposition of the notes is attributable to accrued but unpaid interest not previously included in income, such amount would be treated as interest.

Information reporting and backup withholding

Under certain circumstances, the Code requires "information reporting" annually to the IRS and to each U.S. Holder and Non-U.S. Holder, and "backup withholding" with respect to certain payments made on or with respect to the notes. Copies of such information returns with respect to a Non-U.S. Holder may be made available to the tax authorities in the country in which such holder is a resident under the provisions of an applicable income tax treaty or agreement.

Certain U.S. Holders are exempt from backup withholding, such as tax-exempt organizations, qualified pension and profit sharing trusts, and individual retirement accounts that provide a properly completed IRS Form W-9. Backup withholding (currently at a rate of 28%) will apply to a non-exempt U.S. Holder if such U.S. Holder (1) fails to furnish its TIN, which, for an individual would be his or her Social Security Number, (2) furnishes an incorrect TIN, (3) is identified by the IRS as having failed to properly report payments of interest and dividends, or (4) under certain circumstances, fails to certify, under penalties of perjury, that is has furnished a correct TIN and that is has not been notified by the IRS that it is subject to backup withholding for failure to report interest and dividends. U.S. Holders may also be subject to information reporting and backup withholding tax with respect to the proceeds from a disposition of the notes.

Payments made to a Non-U.S. Holder on or with respect to the notes directly or through the United States office of a broker will generally be subject to IRS reporting requirements and backup withholding unless such Non-U.S. Holder provides the applicable IRS Form W-8BEN or W-8IMY (or successor form), together with all appropriate attachments, signed under penalties of perjury, identifying the Non-U.S. Holder and stating that the Non-U.S. Holder is not a United States person or an exemption has otherwise been established, provided that the payor does not know, or have reason to know, that such holder is a United States person.

The payment of proceeds on the disposition of notes to a Non-U.S. Holder, directly or through the United States office of a broker, generally will be subject to information reporting and backup withholding unless the holder provides the certification described above (and the payor does not know, or have reason to know, that such holder is a United States person) or otherwise establishes an exemption from such reporting and withholding requirements.

Backup withholding is not an additional tax. Rather, the federal income tax liability of holders subject to backup withholding will be offset by the amount of tax withheld. If backup withholding results in an overpayment of United States federal income tax, a refund or credit may be obtained from the IRS, provided that certain required information is timely furnished.

THE PRECEDING DISCUSSION IS NOT A COMPREHENSIVE DESCRIPTION OF ALL OF THE UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS OF AN INVESTMENT IN THE NOTES. PROSPECTIVE INVESTORS ARE URGED TO CONSULT WITH THEIR OWN TAX ADVISORS PRIOR TO INVESTING TO DETERMINE THE TAX IMPLICATIONS OF SUCH INVESTMENT IN LIGHT OF EACH SUCH INVESTOR'S PARTICULAR CIRCUMSTANCES.

LEGAL MATTERS

Certain legal matters in connection with the exchange notes and certain of the guarantees will be passed upon for us by Fulbright & Jaworski L.L.P., New York, New York. Certain legal matters in connection with certain of the guarantees will be passed upon for us by Matthew D. Klein, our Vice President and General Counsel.

EXPERTS

The consolidated financial statements and financial statement schedule incorporated in this prospectus by reference to Universal Health Services, Inc.'s Current Report on Form 8-K dated April 1, 2011 and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form 10-K of Universal Health Services, Inc. for the year ended December 31, 2010 have been so incorporated in reliance on the report, which contains an explanatory paragraph on the effectiveness of internal control over financial reporting due to the exclusion of certain elements of the internal control over financial reporting of the Psychiatric Solutions, Inc. business the registrant acquired during 2010, of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of Psychiatric Solutions, Inc. appearing in Psychiatric Solutions, Inc.'s Annual Report (Form 10-K) for the year ended December 31, 2009, and the effectiveness of Psychiatric Solutions, Inc.'s internal control over financial reporting as of December 31, 2009 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION AND INCORPORATION BY REFERENCE

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any materials we file with the SEC at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the SEC's public reference room by calling the SEC at 1–800–SEC–0330. Our SEC filings are also available to the public on the SEC's website at http://www.sec.gov.

This prospectus is part of a registration statement that we filed with the SEC. The SEC allows us to "incorporate by reference" the information that we file with the SEC. This means that we can disclose important information to you by referring you to other documents that we identify as part of this prospectus. The information incorporated by reference is considered to be part of this prospectus. We incorporate by reference the documents listed below:

- Our Annual Report on Form 10–K for the year ended December 31, 2010 the (financial statements included therein have been superseded by the financial statements, including the condensed consolidating financial information of the footnotes, included in our Current Report on Form 8-K filed on April 1, 2011);
- Our Current Report on Form 8–K/A filed on January 13, 2011;
- Our Current Reports on Form 8-K filed on March 16, 2011, March 29, 2011 and April 1, 2011;
- The audited consolidated balance sheets of Psychiatric Solutions, Inc. ("PSI") (Commission File Number 0-20488) as of December 31, 2009 and December 31, 2008 and the consolidated statements of income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2009, and the notes related thereto, included in PSI's Annual Report on Form 10-K for the year ended December 31, 2009, filed on February 25, 2010;
- The unaudited condensed consolidated balance sheet of PSI as of September 30, 2010 and the unaudited condensed consolidated statements of income for the three and nine month periods ended and cash flows for the nine month periods ended September 30, 2010 and September 30, 2009, and the notes related thereto, included in PSI's Quarterly Report on Form 10-Q for the quarter ended September 30, 2010, filed on November 9, 2010;

- The unaudited condensed consolidated balance sheet of PSI as of June 30, 2010 and the unaudited condensed consolidated statements of income for the three and six month periods ended and cash flows for the six month periods ended June 30, 2010 and June 30, 2009, and the notes related thereto, included in PSI's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010, filed on August 4, 2010; and
- The unaudited condensed consolidated balance sheet of PSI as of March 31, 2010 and the unaudited condensed consolidated statements of income and cash flows for the three month periods ended March 31, 2010 and March 31, 2009, and the notes related thereto, included in PSI's Quarterly Report on Form 10-Q for the quarter ended March 31, 2010, filed on May 10, 2010.

We also incorporate by reference any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and until we have terminated the offering. Our subsequent filings with the SEC will automatically update and supersede information in this prospectus.

You may obtain a copy of these filings at no cost by writing to or telephoning our secretary at the following address and telephone number:

Universal Health Services, Inc.
Universal Corporate Center
367 South Gulph Road
P.O. Box 61558
King of Prussia, Pennsylvania 19406-0958
Attention: Secretary
Phone: (610) 786-3300

You should rely only on the information incorporated by reference or provided in this prospectus or any supplement. We have not authorized anyone else to provide you with different information. This prospectus is an offer to sell or buy only the securities described in this document, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained or incorporated by reference in this prospectus is current and accurate only as of the date of those respective documents.

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UNIVERSAL HEALTH SERVICES, INC.

OFFER TO EXCHANGE

$250,000,000 PRINCIPAL AMOUNT OF ITS 7% SENIOR NOTES DUE 2018
WHICH HAVE BEEN REGISTERED
UNDER THE SECURITIES ACT OF 1933, AS AMENDED

FOR

ANY AND ALL OF ITS OUTSTANDING 7% SENIOR NOTES DUE 2018

PROSPECTUS

, 2011

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

The following is a summary of the statutes, charter and bylaw provisions or other arrangements under which the registrants' directors and officers are insured or indemnified against liability in their capacities as such. All of the directors and officers of the registrants are covered by insurance policies maintained and held in effect by Universal Health Services, Inc. against certain losses arising from claims of breach of duty.

Universal Health Services, Inc.

Universal Health Services, Inc. ("UHS") is incorporated under the Delaware General Corporation Law (the "DGCL").

Section 145(a) of the DGCL provides that a Delaware corporation shall have the power 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 the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding 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, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful.

Section 145(b) of the DGCL provides that a Delaware corporation shall have the power 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 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 acted in any of the capacities set forth above, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted under standards similar to those discussed above, 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 of Chancery or the court in which such action or suit was brought shall determine that despite the adjudication of liability, such person is fairly and reasonably entitled to be indemnified for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145 of the DGCL further provides that to the extent a director or officer of a corporation has been successful in the defense of any action, suit or proceeding referred to in subsections (a) and (b) or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and that the corporation shall have power to purchase and maintain insurance on behalf of a director or officer of the corporation against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such whether or not the corporation would have the power to indemnify such person against such liabilities under Section 145.

Article VII, Section 7 of UHS's by-laws provides for indemnification by UHS of its directors, officers and employees to the fullest extent permitted by the DGCL.

Subsidiary Guarantor Registrants

Registrants incorporated under the Alabama Business Corporation Act

H.C. Corporation and HSA Hill Crest Corporation are incorporated under the laws of the State of Alabama.

Division E of Article 8 of the Alabama Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Section 10-2B-8.42(d) of the Alabama Business Corporation Act provides that an officer of a corporation shall not be liable for any action taken as an officer or any failure to take any action if such officer performed the duties of his or her office (i) in good faith, (ii) with the care that an ordinarily prudent person in a like position would exercise under similar circumstances and (iii) in a manner he or she reasonably believes to be in the best interests of the corporation.

The articles of incorporation of H.C. Corporation and HSA Hill Crest Corporation do not provide for indemnification of directors and officers. The bylaws of H.C. Corporation and HSA Hill Crest Corporation each provide for indemnification by the corporation of its directors, officers, employees and agents to the fullest extent permitted by the laws of the State of Alabama.

Registrant formed under Alabama Law

H.C. Partnership is governed under the laws of Alabama. The partnership agreement does not provide for exculpation of partners.

Registrant incorporated under the Arkansas Business Corporation Act

The Bridgeway, Inc. is incorporated under the laws of the State of Arkansas.

Section 4-27-850 of the Arkansas Business Corporation Act of 1987 (the "ABCA") permits a corporation, under specified circumstances, to indemnify its directors, officers, employees or agents against expenses (including attorney's fees), judgments, fines and amounts paid in settlements actually and reasonably incurred by them in connection with any action, suit or proceeding brought by third parties by reason of the fact that the directors, officers, employee or agents acted in good faith and in a manner they 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 reason to believe their conduct was unlawful. In a derivative action, i.e., one by or in the right of the corporation, indemnification may be made only for expenses actually and reasonably incurred by directors, officers, employees or agents in connection with the defense or settlement of an action or suit, and only with respect to a matter as to which they shall have acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made if such person shall have been adjudged liable to the corporation, unless and only to the extent that the court in which the action or suit was brought shall determine upon application that the defendant directors, officers, employees or agents are fairly and reasonably entitled to indemnity for such expenses despite such adjudication of liability.

Section 4-27-850(c) of the ABCA provides that, 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, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him. Section 4-27-850(e) of the ABCA provides that expenses incurred by an officer or director in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation as authorized in this section. Section 4-27-850(g) of the ABCA also affords a corporation the power to obtain insurance on behalf of its directors and officers against liabilities incurred by them in these capacities.

The articles of incorporation of The Bridgeway, Inc. do not provide for indemnification of directors and officers. The bylaws of The Bridgeway, Inc. provide for indemnification by the corporation of its directors, officers, employees and agents to the fullest extent permitted under the ABCA.

Registrants incorporated under the California General Corporation Law

Associated Child Care Educational Services, Inc., Canyon Ridge Hospital, Inc., Del Amo Hospital, Inc., Lancaster Hospital Corporation and Universal Health Services of Rancho Springs, Inc. are incorporated under the laws of the State of California.

Section 317 of the General Corporation Law of the State of California (the "California Statute") provides that a California corporation may indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor) by reason of the fact that the person is or was an agent of the corporation, against expenses, judgments, fines, settlements, 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 of the person was unlawful. Section 317 further provides that a corporation similarly may indemnify any such person serving in any such capacity who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation to procure a judgment in its favor, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of the action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation and its shareholders, 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 in the performance of that person's duty to the corporation and its shareholders, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court shall determine and no indemnification shall be made of amounts paid in settling or otherwise disposing of a pending action without court approval or of expenses incurred in defending a pending action which is settled or otherwise disposed of without court approval. Where an agent of a corporation is successful on the merits in defense of any proceeding referred to above, the Corporation must indemnify the agent against expenses actually and reasonably incurred by the agent. Section 307 of the California Statute further authorizes a corporation to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against that liability under the California Statute by him or her.

The articles of incorporation of Associated Child Care Educational Services, Inc. and Universal Health Services of Rancho Springs, Inc. provide that the liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. The articles of incorporation of Canyon Ridge Hospital, Inc., Del Amo Hospital, Inc. and Lancaster Hospital Corporation do not provide for indemnification of directors and officers.

The bylaws of Associated Child Care Educational Services, Inc., Canyon Ridge Hospital, Inc. and Del Amo Hospital, Inc. provide that the corporation shall indemnify directors, officers, employees and agents of the corporation to the full extent permitted by the laws of the State of California. The bylaws of Lancaster Hospital Corporation provide that the corporation shall indemnify a director or officer against all judgments, penalties, fines, amounts paid in settlement and expenses actually incurred by such person in connection with any proceeding to which he was, is or is threatened to be named defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to therein, if it is determined in accordance with such section that such person conducted himself in good faith, his conduct was in the corporation's best interests and in the case of any criminal proceeding, had no reasonable cause to believe that his conduct was unlawful.

Registrant formed under the California Limited Liability Company Act

Keystone NPS LLC is a limited liability company formed under the laws of the State of California.

Section 17155 of the California Limited Liability Company Act ("CLLCA") provides that, except for a breach of duty, the articles of organization or written operating agreement of a limited liability company may provide for indemnification of any person, including, without limitation, any manager, member, officer, employee, or agent of the limited liability company, against judgments, settlements, penalties, fines, or expenses of any kind incurred as a result of acting in that capacity. The CLLCA further provides that a limited liability company shall have power to purchase and maintain insurance on behalf of any manager, member, officer, employee, or agent of the limited liability company against any liability asserted against or incurred by the person in that capacity or arising out of the person's status as a manager, member, officer, employee, or agent of the limited liability company.

Section 4.2 of Keystone NPS LLC's Operating Agreement provides that Keystone NPS LLC will indemnify its member to the fullest extent permitted by law.

Registrants incorporated under the Delaware General Corporation Law

BHC Holdings, Inc., Brentwood Acquisition-Shreveport, Inc., Cedar Springs Hospital, Inc., Frontline Behavioral Health, Inc., HHC Delaware, Inc., Horizon Health Corporation, Laurel Oaks Behavioral Health Center, Inc., McAllen Medical Center, Inc., Merion Building Management, Inc., Premier Behavioral Solutions of Florida, Inc., Premier Behavioral Solutions, Inc., Psychiatric Solutions, Inc., Ramsay Youth Services of Georgia, Inc., Riveredge Hospital Holdings, Inc., Springfield Hospital, Inc., Stonington Behavioral Health, Inc., Texas Hospital Holdings, Inc., Two Rivers Psychiatric Hospital, Inc., UHS Children Services, Inc., UHS of Benton, Inc., UHS of Cornerstone Holdings, Inc., UHS of Cornerstone, Inc., UHS of D.C., Inc., UHS of Delaware, Inc., UHS of Denver, Inc., UHS of Fairmount, Inc., UHS of Georgia Holdings, Inc., UHS of Georgia, Inc., UHS of Greenville, Inc., UHS of Parkwood, Inc., UHS of Provo Canyon, Inc., UHS of Puerto Rico, Inc., UHS of Spring Mountain, Inc., UHS of Texoma, Inc., UHS of Timpanogos, Inc., UHS of Wyoming, Inc., UHS Sahara, Inc., UHS-Corona, Inc., Universal Health Services of Palmdale, Inc., and Windmoor Healthcare of Pinellas Park, Inc. are incorporated under the DGCL.

Section 145(a) of the DGCL provides that a Delaware corporation shall have the power 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 the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding 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, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful.

Section 145(b) of the DGCL provides that a Delaware corporation shall have the power 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 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 acted in any of the capacities set forth above, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted under standards similar to those discussed above, 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 of Chancery or the court in which such action or suit was brought shall determine that despite the adjudication of liability, such person is fairly and reasonably entitled to be indemnified for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145 of the DGCL further provides that to the extent a director or officer of a corporation has been successful in the defense of any action, suit or proceeding referred to in subsections (a) and (b) or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and that the corporation shall have power to purchase and maintain insurance on behalf of a director or officer of the corporation against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such whether or not the corporation would have the power to indemnify such person against such liabilities under Section 145.

The certificate of incorporation of each of the above-referenced Delaware corporation registrants provides for indemnification of officers and directors to the fullest extent permitted by Delaware law, except that the certificates of incorporation of Merion Building Management, Inc., Two Rivers Psychiatric Hospital, Inc., UHS of Delaware, Inc., UHS of Puerto Rico and UHS-Corona, Inc. do not provide for indemnification of directors and officers.

The bylaws of each of the above-referenced Delaware corporation registrants provide that, to the full extent permitted by the laws of the State of Delaware, the corporation shall indemnify any person made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that such person is or was a director, officer, employee or agent of the corporation.

Registrants formed under the Delaware Limited Liability Company Act

Atlantic Shores Hospital, LLC, Behavioral Healthcare LLC, BHC Mesilla Valley Hospital LLC, BHC Northwest Psychiatric Hospital, LLC, Cumberland Hospital Partners, LLC, Emerald Coast Behavioral Hospital, LLC, Frontline Hospital, LLC, Frontline Residential Treatment Center, LLC, HHC Pennsylvania, LLC, Horizon Health Hospital Services, LLC, Keys Group Holdings LLC, Keystone/CCS Partners LLC, KMI Acquisition, LLC, Ocala Behavioral Health, LLC, Palmetto Behavioral Health Holdings, LLC, Pendleton Methodist Hospital, L.L.C., Psychiatric Solutions Hospitals, LLC, Ramsay Managed Care, LLC, Shadow Mountain Behavioral Health System, LLC, TBD Acquisition, LLC, TBJ Behavioral Center, LLC, Toledo Holding Co., LLC, UHS Kentucky Holdings, L.L.C., UHS of Bowling Green, LLC, UHS of Centennial Peaks, L.L.C., UHS of Dover, L.L.C., UHS of Doylestown, L.L.C., UHS of Lakeside, LLC, UHS of Ridge, LLC, UHS of Rockford, LLC, UHS of Salt Lake City, L.L.C., UHS of Savannah, L.L.C., UHS of Springwoods, L.L.C., UHS of Summitridge, LLC, Valle Vista, LLC, Wekiva Springs Center, LLC, and Willow Springs, LLC are each a limited liability company formed under the laws of the State of Delaware.

Section 18-108 of the Delaware Limited Liability Company Act provides that, subject to any standards and restrictions, if any, set forth in a company's limited liability company 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.

The Operating Agreement of each of the Delaware limited liability company registrants provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of the member or of any of its affiliates, unless as a result of such person's self-dealing, willful misconduct or reckless misconduct or arising out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

Registrants formed under the Delaware Revised Uniform Limited Partnership Act

Fort Duncan Medical Center, L.P., Hickory Trail Hospital, L.P., Manatee Memorial Hospital, L.P., McAllen Hospitals, L.P., UHS of Anchor, L.P., UHS of Laurel Heights, L.P., and UHS of Peachford, L.P. are each a limited partnership formed under the laws of the State of Delaware.

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act provides that a limited partnership may, and shall have the power to, indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever, subject to such standards and restrictions set forth in the partnership agreement.

Section 6.7 of the limited partnership agreement of each of the above-referenced Delaware limited partnership registrants provides that such partnership shall indemnify its general partner, only if the general partner acted in good faith and in the best interest of the limited partnership and the partners, and provided that the claims giving rise to indemnification were not the result of willful misconduct or gross negligence on the part of such general partner.

Registrants incorporated under the Florida Business Corporation Law

HHC Focus Florida, Inc., Wellington Regional Medical Center, Incorporated, and Windmoor Healthcare Inc. are incorporated under the laws of the State of Florida.

Section 850 of the Florida Business Corporation Act (the "Florida Statute") provides that a Florida corporation may indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Section 850 further provides that a corporation similarly may indemnify any such person serving in any such capacity who was or is a party to any proceeding by or in the right of the corporation to procure a judgment in its favor, against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. Where a director, officer, employee, or agent of a corporation is successful on the merits or otherwise in defense of any proceeding referred to above, the corporation must indemnify him or her against expenses actually and reasonably incurred.

However, a Florida Corporation is not permitted to indemnify any director, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute: (a) a violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful; (b) a transaction from which the director, officer, employee, or agent derived an improper personal benefit; (c) in the case of a director, a circumstance under which the liability provisions of Section 834 of the Florida Statute are applicable; or (d) willful misconduct or a conscious disregard for the best interests of the corporation in a proceeding by or in the right of the corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

Section 850 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or

other enterprise against any liability asserted against such person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify the person against such liability under the Florida Statute.

The articles of incorporation of HHC Focus Florida, Inc. provide for indemnification of officers and directors to the fullest extent permitted by Florida law. The articles of incorporation of Wellington Regional Medical Center, Incorporated, and Windmoor Healthcare Inc. do not provide for indemnification of directors and officers.

The bylaws of each of the Florida corporation registrants provide that to the full extent permitted by the laws of the State of Florida the corporation shall indemnify any person made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that such person is or was a director, officer, employee or agent of the corporation.

Registrants formed under the Florida Limited Liability Company Act

La Amistad Residential Treatment Center, LLC, Samson Properties, LLC, SP Behavioral, LLC, The National Deaf Academy, LLC, University Behavioral, LLC, and Zeus Endeavors, LLC are each a limited liability company registered under the laws of the State of Florida.

Section 608.4229 of the Florida Limited Liability Company Act permits a limited liability company to indemnify its members, managers, managing members, officers, employees, and agents subject to such standards and restrictions, if any, as are set forth in its articles of organization or operating agreement. A limited liability company may, and has the power to, but is not be required 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 should 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 act, of such member, manager, managing member, officer, employee or agent were material to the cause of action so adjudicated and constitute any of the following: (i) a violation of criminal law, unless the member, manager, managing member, officer, employee, or agent had no reasonable cause to believe such conduct was unlawful; (ii) a transaction from which the member, manager, managing member, officer, employee, or agent derived an improper personal benefit; (iii) in the case of a manager or managing member, a circumstance under which the liability provisions of section 608.426 are applicable; or (iv) willful misconduct or a conscious disregard for the best interests of the limited liability company in a proceeding by or in the right of the limited liability company to procure a judgment in its favor or in a proceeding by or in the right of a member.

The Operating Agreement of each of the Florida limited liability company registrants provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person’s self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

Registrants incorporated under the Georgia Business Corporation Code

HHC Augusta, Inc., HHC St. Simons, Inc., and Turning Point Care Center, Inc. are incorporated under the laws of the State of Georgia.

Section 851 of the Georgia Business Corporation Code (the “Georgia Statute”) provides that a Georgia corporation may indemnify an individual who is a party to a proceeding because he or she is or was a director against liability incurred in the proceeding if: (a) such individual conducted himself or herself in good faith; and (b) such individual reasonably believed: (i) in the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation; (ii) in all other cases, that such conduct was at least not opposed to the best interests of the corporation; and (iii) in the case of any criminal proceeding, that the individual had no

reasonable cause to believe such conduct was unlawful. A Georgia corporation is not permitted to indemnify a director (a) in connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director has met the relevant standard of conduct under the Georgia Statute; or (b) in connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. Where a director is successful, on the merits or otherwise, in the defense of any proceeding referred to above, the Corporation must indemnify him or her against reasonable expenses incurred by the director. Section 857 further authorizes a Georgia corporation to indemnify an officer of the corporation who is a party to a proceeding because he or she is an officer of the corporation to the same extent as a director. In addition, Section 858 of the Georgia Statute authorizes a Georgia corporation to purchase and maintain insurance on behalf of an individual who is a director, officer, employee, or agent of the corporation or who, while a director, officer, employee, or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity against liability asserted against or incurred by him or her in such capacity or arising from his or her status as such, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under the Georgia Statute.

The articles of incorporation of each of the Georgia corporation registrants do not provide for indemnification of directors and officers. The bylaws of each of the Georgia corporation registrants provide that to the full extent permitted by the laws of the State of Georgia the corporation shall indemnify directors, officers, employees or agents of the corporation. The bylaws of Turning Point Care Center, Inc. do not provide for indemnification of directors and officers.

Registrant incorporated under the Illinois Business Corporation Act

UHS of Hartgrove, Inc. is incorporated under the laws of the State of Illinois.

Section 8.75 of the Business Corporation Act of 1983 of the State of Illinois (the "Illinois Statute") provides that an Illinois 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 (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner 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 8.75 further provides that a corporation similarly may indemnify any such person serving in any such capacity 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, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, provided that no indemnification shall be made with respect to any claim, issue, or matter as to which such person has been adjudged to have been 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 as the court shall deem proper. Where a present or former director, officer or employee of a corporation is successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to above, the Corporation must indemnify such person against expenses (including attorneys' fees) actually and reasonably incurred by such person.

Section 8.75 of the Illinois Statute further authorizes an Illinois corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liability under the Illinois Statute.

The articles of incorporation and bylaws of UHS of Hartgrove, Inc. do not provide for indemnification of directors and officers.

Registrant formed under the Indiana Business Flexibility Act

Wellstone Regional Hospital Acquisition, LLC is a limited liability company formed under the laws of the State of Indiana.

Chapter 4, Section 4 of the Indiana Business Flexibility Act 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 Agreement of Wellstone Regional Hospital Acquisition, LLC provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates. The company shall also pay or reimburse, to the fullest extent permitted by law, costs incurred by him or her in connection with the defense of any such action.

Registrants incorporated under the Louisiana Business Corporation Law

River Oaks, Inc., UHS of New Orleans, Inc. and UHS of River Parishes, Inc. are incorporated under the laws of the State of Louisiana.

Section 83 of the Louisiana Business Corporation Law provides in part that a corporation may indemnify each of its directors, officers, employees or agents against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any action, suit or proceeding to which he is or was a party or is threatened to be made a party (including any action by a corporation or in its right) if such action arises out of his acts on a corporation's behalf and he acted in good faith not opposed to a corporation's best interests, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Under Section 83, a corporation may also advance expenses to the indemnified party provided that he or she agrees to repay those amounts if it is later determined that he or she is not entitled to indemnification a corporation has the power to obtain and maintain insurance, or to create a form of self-insurance, on behalf of any person who is or was acting for us, regardless of whether a corporation has the legal authority to indemnify the insured person against such liability.

The articles of incorporation of each of the Louisiana corporation registrants do not provide for indemnification of directors and officers. The bylaws of each of the Louisiana corporation registrants provide that to the fullest extent permitted by the laws of the State of Louisiana, the corporation shall indemnify directors, officers, employees or agents of the corporation.

Registrants incorporated under the Massachusetts Business Corporation Act

The Arbour, Inc., UHS of Fuller, Inc. and UHS of Westwood Pembroke, Inc. are incorporated under the laws of the Commonwealth of Massachusetts.

Sections 8.50 et seq. of the Massachusetts Business Corporation Act authorize a court to award, or a corporation's board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

Section 8.30 of the Massachusetts Business Corporation Act provides that a director shall not be liable for any action taken as a director, or any failure to take any action, if such director performed the duties of the office (i) in good faith, (ii) with the care that a person in a like position would reasonably believe appropriate under similar circumstances and (iii) in a manner such director reasonably believes to be in the best interests of the corporation. Section 8.42 of the Massachusetts Business Corporation Act provides that an officer shall not be liable to the corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action as an officer if the duties of the officer are performed (i) in good faith, (ii) with the care that a person in a like position would reasonable exercise under similar circumstances and (iii) in a manner the officer reasonably believes to be in the best interests of the corporation.

The articles of incorporation of each of the Massachusetts corporation registrants do not provide for indemnification of directors and officers. Except for the bylaws of UHS of Westwood Pembroke, Inc., the bylaws of each of the Massachusetts corporation registrants provide that to the full extent permitted by the laws of the Commonwealth of Massachusetts, the corporation shall indemnify directors, officers, employees or agents of the corporation. The bylaws of UHS of Westwood Pembroke, Inc. do not provide for indemnification of directors and officers.

Registrants incorporated under the Michigan Business Corporation Act

CCS/Lansing, Inc., Havenwyck Hospital Inc. and Michigan Psychiatric Services, Inc. are incorporated under the laws of the State of Michigan.

Section 561 of the Business Corporation Act of the State of Michigan (the "Michigan Statute") provides that a Michigan corporation has the power to indemnify a person who was or is a party or is threatened to be made a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, other than an action by or in the right of the corporation, by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. Section 562 further provides that a corporation similarly may indemnify such person serving in any such capacity who was or is a party or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor, against expenses, including attorneys' fees, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit, 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 or its shareholders. The corporation is not permitted to indemnify a person for a claim, issue, or matter in which the person has been found liable to the corporation except to the extent authorized in the Michigan Statute. Where a director or officer of a corporation is successful on the merits or otherwise in defense of an action, suit, or proceeding referred to above, the corporation must indemnify him or her against actual and reasonable expenses incurred, including attorneys' fees.

Section 567 of the Michigan Statute further authorizes a Michigan corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of

another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify him or her against liability under the Michigan Statute.

The articles of incorporation of CCS/Lansing, Inc. and Michigan Psychiatric Services, Inc. do not provide for indemnification of directors and officers. The articles of incorporation of Havenwyck Hospital Inc. provide that directors, officers or employees of the corporation and the legal representatives thereof, shall be indemnified and held harmless by the corporation from and against any and all losses, costs, liabilities and expenses which may be imposed upon or which may be paid or incurred by them.

The bylaws of each of the Michigan corporation registrants provide that to the full extent permitted by the laws of the State of Michigan, the corporation shall indemnify directors, officers, employees or agents of the corporation.

Registrant incorporated under Mississippi Business Corporation Act

Alliance Health Center, Inc. is incorporated under the laws of the State of Mississippi.

Subarticle E of Article 8 of the Mississippi Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

Section 79-4-8.31 of the Mississippi Business Corporation Act provides that a director shall not be liable to the corporation or its shareholders for any decision to take or not to take action or any failure to take any action as a director unless the challenged conduct consisted or was the result of (i) action not in good faith, (ii) a decision (1) which the director did not reasonably believe to be in the best interests of the corporation or (2) as to which the director was not informed to an extent the director reasonably believed appropriate in the circumstances, (iii) a lack of objectivity or independence, (iv) a sustained failure of the director to be informed about the business and affairs of the corporation or (v) receipt of a financial benefit to which the director was not entitled. Section 79-4-8.42 of the Mississippi Business Corporation Act provides that an officer shall not be liable to the corporation or its shareholder for any decision to take or not to take action, or any failure to take any action as an officer so long as the duties of the office are performed (i) in good faith, (ii) with the care that a person in a like position would reasonably exercise under similar circumstances and (iii) in a manner the officer reasonably believes to be in the best interests of the corporation.

The articles of incorporation of Alliance Health Center, Inc. do not provide for indemnification of directors and officers. The bylaws of Alliance Health Center, Inc. provide that to the full extent permitted by the laws of the State of Mississippi, the corporation shall indemnify directors, officers, employees or agents of the corporation.

Registrant incorporated under the Missouri General and Business Corporation Law

Great Plains Hospital, Inc. is incorporated under the laws of the State of Missouri.

Section 351.355 of the General and Business Corporation Law of Missouri authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

The articles of incorporation of Great Plains Hospital, Inc. do not provide for indemnification of directors and officers. The bylaws of Great Plains Hospital, Inc. provide that to the full extent permitted by the laws of the State of Missouri, the corporation shall indemnify directors, officers, employees or agents of the corporation.

Registrants incorporated under New Jersey Business Corporation Act

Summit Oaks Hospital, Inc. and UHS of Hampton, Inc. are incorporated under the laws of the State of New Jersey.

Section 14A: 3-5 of the New Jersey Business Corporation Act provides that any corporation organized for any purpose under any general or special law of this State shall have the power to indemnify a corporate agent against his expenses and liabilities in connection with any proceeding involving the corporate agent by reason of his being or having been such a corporate agent, other than a proceeding by or in the right of the corporation, if: (a) such corporate agent acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; and (b) with respect to any criminal proceeding, such corporate agent had no reasonable cause to believe his conduct was unlawful. Any corporation organized for any purpose under any general or special law of this New Jersey shall have the power to indemnify a corporate agent against his expenses in connection with any proceeding by or in the right of the corporation to procure a judgment in its favor which involves the corporate agent by reason of his being or having been such corporate agent, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation.

The certificates of incorporation of Summit Oaks Hospital, Inc. and UHS of Hampton, Inc. do not provide for indemnification of directors and officers. The bylaws of Summit Oaks Hospital, Inc. provide that to the full extent permitted by the laws of the State of New Jersey, the corporation shall indemnify directors, officers, employees or agents of the corporation. The bylaws of UHS of Hampton, Inc. do not provide for indemnification of directors and officers.

Registrants incorporated under Chapter 78 of the Nevada Revised Statutes

BHC Health Services of Nevada, Inc., BHC Montevista Hospital, Inc., Sparks Family Hospital, Inc., UHS Holding Company, Inc. and Valley Hospital Medical Center, Inc. are incorporated under the laws of the State of Nevada.

Section 78.7502 of the Nevada Revised Statutes, as the same exists or may hereafter be amended (the “NRS”), permits 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, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys’ fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he: (a) is not liable for a breach of his or her fiduciary duties as a director or officer and the breach of those duties involved intentional misconduct, fraud or a knowing violation of law; or (b) acted in good faith and in a manner which he 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 conduct was unlawful. 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 above, or in defense of any claim, issue or matter, the corporation is required to indemnify him against expenses, including attorneys’ fees, actually and reasonably incurred by him in connection with the defense.

Section 78.752 of the NRS allows a corporation to purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise for any liability asserted against him and liability and expenses incurred by him in his capacity as a director, officer, employee or agent, or arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expenses.

No financial arrangement made pursuant to Section 78.752 may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.

The articles of incorporation of Sparks Family Hospital, Inc., UHS Holding Company, Inc. and Valley Hospital Medical Center, Inc. do not provide for indemnification of directors and officers. The charters of BHC Health Services of Nevada, Inc. and BHC Montevista Hospital, Inc. provide that the corporation shall indemnify against liability, and advance expenses to, any present or former director or officer of such corporation to the fullest extent allowed by law, except that such corporation shall not indemnify or advance expenses to any director (1) in any proceeding by the corporation against the person; (2) in the event the board of directors determines that indemnification is not available because the officer or director has not met the standard of conduct required under Section 78.751 of the General Corporation Law of Nevada; or (3) if a judgment adverse to such person establishes his liability for (i) breach of the duty of loyalty, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) any unlawful distributions under Section 78.300 of the General Corporation Law of Nevada.

The bylaws of each of the Nevada corporation registrants provide that to the full extent permitted by the laws of the State of Nevada the corporation shall indemnify directors, officers, employees or agents of the corporation.

Registrant incorporated under the North Carolina Business Corporation Act

Brynn Marr Hospital, Inc. is incorporated under the laws of the State of North Carolina.

Section 55-8-51 of the North Carolina Business Corporation Act (“NCBCA”) provides that a corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if: (1) he conducted himself in good faith; (2) he reasonably believed (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests and (ii) in all other cases, that his conduct was at least not opposed to its best interests; and (3) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A corporation may not indemnify a director (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 proceeding charging improper benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

Section 55-8-57 of the NCBCA permits a corporation, in its articles of incorporation or bylaws or by contract or resolution, to indemnify, or agree to indemnify, its directors, officers, employees or agents against liability and expenses (including attorneys’ fees) in any proceeding (including proceedings brought by or on behalf of the corporation) arising out of their status as such or their activities in such capacities, except for any liabilities or expenses incurred on account of activities that were, at the time taken, known or believed by the person to be clearly in conflict with the best interests of the corporation. Sections 55-8-52 and 55-8-56 of the NCBCA require a corporation, unless its articles of incorporation provide otherwise, to indemnify a director or officer who has been wholly successful, on the merits or otherwise, in the defense of any proceeding to which such director or officer was made a party because he was or is a director or officer of the corporation against reasonable expenses actually incurred by the director or officer in connection with the proceeding. Section 55-8-57 of the NCBCA authorizes a corporation to purchase and maintain insurance on behalf of an individual who was or is a director, officer, employee or agent of the corporation against certain liabilities incurred by such a person, whether or not the corporation is otherwise authorized by the NCBCA to indemnify that person.

The articles of incorporation of Brynn Marr Hospital, Inc. do not provide for indemnification of directors and officers. The bylaws of Brynn Marr Hospital, Inc. provide that to the full extent permitted by the laws of the State of North Carolina, the corporation shall indemnify directors, officers, employees or agents of the corporation.

Registrants formed under the North Carolina Limited Liability Company Act

Keystone WSNC, L.L.C. is a limited liability company formed under the laws of the State of North Carolina.

Section 57C-3-32 of the North Carolina Limited Liability Company Act provides that the articles of organization or a written operating agreement may eliminate or limit the personal liability of a manager, director, or executive for monetary damages for breach of any duty as manager, director, or executive and provides for indemnification of a manager, member, director, or executive for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which the member, manager, director, or executive is a party because the person is or was a manager, member, director, or executive.

No provision permitted under this section shall limit, eliminate, or indemnify against the liability of a manager, director, or executive for: (i) acts or omissions that the manager, director, or executive knew at the time of the acts or omissions were clearly in conflict with the interests of the limited liability company, (ii) any transaction from which the manager, director, or executive derived an improper personal benefit, or (iii) acts or omissions occurring prior to the date the provision became effective, except that indemnification may be provided if approved by all the members.

The Operating Agreement of Keystone WSNC, L.L.C. provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

Registrant formed under the North Dakota Limited Liability Company Act

PSJ Acquisition, LLC is incorporated under the laws of the State of North Dakota.

Section 10-32-99 of the North Dakota Limited Liability Company Act provides that a limited liability company may indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney's fees and disbursements, incurred by the person in connection with the proceeding if the person reasonably believed that the conduct was in the best interests of the limited liability company or not opposed to the best interests of the company and: (a) has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines; (b) acted in good faith; (c) received no improper personal benefit; and in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful.

The Operating Agreement of PSJ Acquisition, LLC provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

Registrant formed under the Ohio Limited Liability Company Act

Keystone Richland Center, LLC is a limited liability company formed under the laws of the State of Ohio.

Section 1705.32 of the Ohio Revised Code authorizes a court to award, or a limited liability company to grant, indemnity to a manager, officer, employee or agent of the company under certain circumstances and subject to certain limitations.

Section 1705.29(D) of the Ohio Revised Code provides that, unless otherwise provided in the articles of incorporation or operating agreement, a manager of a limited liability company shall be liable for damages for any action that such manager takes or fails to take as a manager only if it is proved by clear and convincing evidence in a court with jurisdiction that his action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the company or undertaken with reckless disregard for the best interests of the company.

The Operating Agreement of Keystone Richland Center, LLC provides that to the fullest extent permitted by law, the company will indemnify its member and manager.

Registrant incorporated under the Oklahoma General Corporations Act

UHS of Oklahoma, Inc. is incorporated under the laws of the State of Oklahoma.

Section 18-1031 of the Oklahoma General Corporations Act ("OGCA") grants us the power to indemnify each of our directors and officers against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with specified actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation — a "derivative action"), if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys' fees) incurred in connection with the defense or settlement of such actions, and the statute requires court approval before there can be any indemnification in which such person seeking indemnification has been found liable to the corporation. The OGCA provides that it is not exclusive of other indemnification that may be granted by a corporation's bylaws, disinterested director vote, shareholder vote, agreement, or otherwise.

The certificate of incorporation of UHS of Oklahoma, Inc. does not provide for indemnification of directors and officers. The bylaws of UHS of Oklahoma, Inc. provide that to the full extent permitted by the laws of the State of Oklahoma, the corporation shall indemnify directors, officers, employees or agents of the corporation.

Registrants formed under the Oklahoma Limited Liability Company Act

UHS Oklahoma City LLC is a limited liability company formed under the laws of the State of Oklahoma.

Under the Oklahoma Limited Liability Company Act (the "OKLLCA"), a limited liability company may (a) limit or eliminate the personal liability of a manager for monetary damages for breach of any duty under the OKLLCA or (b) provide for indemnification of a manager for judgments, settlements, penalties, fines or expenses incurred in any proceeding because such manager is or was a manager of the limited liability company, except, in either case, for any breach of a manager's duty of loyalty or any acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.

The Operating Agreement of UHS Oklahoma City LLC provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

Registrants incorporated under the Pennsylvania Business Corporation Law

Pennsylvania Clinical Schools, Inc. and UHS of Pennsylvania, Inc. are incorporated under the laws of the State of Pennsylvania.

Sections 1741 through 1750 of the Pennsylvania Business Corporation Law of 1988, as amended, permits, and in some cases requires, indemnification of officers, directors and employees of the Company.

The articles of incorporation and bylaws of UHS of Pennsylvania, Inc. do not provide for indemnification. The articles of incorporation and the bylaws of Pennsylvania Clinical Schools, Inc. provide that to the full extent permitted by the laws of the State of Pennsylvania, the corporation shall indemnify directors, officers, employees or agents of the corporation.

Registrant incorporated under the Puerto Rico General Corporation Law

First Hospital Panamericano, Inc. is incorporated under the laws of Puerto Rico.

Article 1.02(B)(6) of the Puerto Rico General Corporation Law (the "PR-GCL") provides that a corporation may include in its certificate of incorporation a provision eliminating or limiting the personal liability of members of its board of directors or governing body for breach of a director's fiduciary duty of care. However, no such provision may eliminate or limit the liability of a director for breaching his duty of loyalty, failing to act in good faith, engaging in intentional misconduct or knowingly violating a law, paying an unlawful dividend or approving an unlawful stock repurchase or obtaining an improper personal benefit. A provision of this type has no effect on the availability of equitable remedies, such as injunction or rescission, for breach of fiduciary duty.

Article 4.08 of the PR-GCL authorizes a Puerto Rico Corporation to indemnify its officers and directors against liabilities arising out of pending or threatened actions, suits or proceedings to which such officers and directors may be made parties by reason of being officers or directors. Such rights of indemnification are not exclusive of any other rights to which such officers or directors may be entitled under any bylaw, agreement, vote of stockholders or otherwise.

The articles of incorporation of First Hospital Panamericano, Inc. do not provide for indemnification of directors and officers. The bylaws of First Hospital Panamericano, Inc. provide that to the full extent permitted by the laws of the Puerto Rico, the corporation shall indemnify directors, officers, employees or agents of the corporation.

Registrants formed under the South Carolina Limited Liability Company Act

Palmetto Behavioral Health System, L.L.C., Palmetto Lowcountry Behavioral Health, L.L.C., Three Rivers Behavioral Health, LLC and Three Rivers Healthcare Group, LLC are each a limited liability company formed under the laws of the State of South Carolina.

Under Section 33-44-403 of the South Carolina Limited Liability Company Act, 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.

The Operating Agreement of each of the South Carolina limited liability company registrants provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

Registrants incorporated under the South Carolina Business Corporation Act

Aiken Regional Medical Centers, Inc., HHC Conway Investment, Inc. and PSI Surety, Inc. are incorporated under the laws of the State of South Carolina.

Article 5 of Chapter 8 of the South Carolina Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Sections 33-8-300(d) and 33-8-420(d) of the South Carolina Business Corporation Act provide that a director or officer shall not be liable for any action taken as a director or officer or any failure to take any action if such director or officer performed the duties of his or her office (i) in good faith, (ii) with the care that an ordinarily prudent person in a like position would exercise under similar circumstances and (iii) in a manner he or she reasonably believes to be in the best interests of the corporation and its shareholders.

The articles of incorporation of each of the South Carolina corporation registrants do not provide for indemnification of directors and officers. The bylaws of each of the South Carolina corporation registrants provide that to the full extent permitted by the laws of the State of South Carolina, the corporation shall indemnify directors, officers, employees or agents of the corporation.

Registrants incorporated under the Tennessee Business Corporation Act

BHC Alhambra Hospital, Inc., BHC Belmont Pines Hospital, Inc., BHC Fairfax Hospital, Inc., BHC Fox Run Hospital, Inc., BHC Fremont Hospital, Inc., BHC Heritage Oaks Hospital, Inc., BHC Intermountain Hospital, Inc., BHC Pinnacle Pointe Hospital, Inc., BHC Sierra Vista Hospital, Inc., BHC Streamwood Hospital, Inc., Brentwood Acquisition, Inc., Children's Comprehensive Services, Inc., North Spring Behavioral Healthcare, Inc., Oak Plains Academy of Tennessee, Inc., Park Healthcare Company, Psychiatric Solutions of Virginia, Inc., Southeastern Hospital Corporation and United Healthcare of Hardin, Inc. are incorporated under the laws of the State of Tennessee.

The Tennessee Business Corporation Act (the "TNBCA") provides that a corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if: (a) he conducted himself in good faith; (b) he reasonably believed (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; and (ii) in all other cases, that his conduct was at least not opposed to its best interests; and (c) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. Under the TNBCA, a corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of the final disposition of the proceeding if: (1) the director furnishes the corporation a written affirmation of his good-faith belief that he has met the standard of conduct described in the preceding sentence; (2) the director furnishes the corporation an undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct; and (3) a determination is made that the facts then known to those making the determination would not preclude indemnification. Unless a corporation's articles of incorporation provide otherwise, the corporation may indemnify and advance expenses to an officer, employee or agent of the corporation who is not a director to the same extent as to a director. A corporation may not indemnify a director (x) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or (y) in connection with any other proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him. Unless limited by its articles of incorporation, a corporation must indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director or officer of the corporation against reasonable expenses incurred by him in connection with the proceeding. A corporation may also purchase and maintain on behalf of a director or officer insurance against liabilities incurred in such capacities, whether or not the corporation would have the power to indemnify him against the same liability under the statute.

The articles of incorporation of Brentwood Acquisition, Inc., Children's Comprehensive Services, Inc., North Spring Behavioral Healthcare, Inc., Oak Plains Academy of Tennessee, Inc., Park Healthcare Company, Psychiatric Solutions of Virginia, Inc., Southeastern Hospital Corporation and United Healthcare of Hardin, Inc. do not provide for indemnification of directors and officers. The charters of each of BHC Alhambra Hospital, Inc., BHC Belmont Pines Hospital, Inc., BHC Fairfax Hospital, Inc., BHC Fox Run Hospital, Inc., BHC Fremont Hospital, Inc., BHC Heritage Oaks Hospital, Inc., BHC Intermountain Hospital, Inc., BHC Pinnacle Pointe Hospital, Inc., BHC Sierra Vista Hospital, Inc. and BHC Streamwood Hospital, Inc. provide that each Tennessee Corporation shall indemnify against liability, and advance expenses to, any present or former director or officer of such corporation to the fullest extent allowed by the TNBCA, except that such corporation shall not indemnify or advance expenses to any director (1) in any proceeding by the corporation against the person; or (2) if a judgment adverse to such person establishes his liability for (i) breach of the duty of loyalty, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) any unlawful distributions under Section 48-18-304 of the TNBCA.

The bylaws of each of the Tennessee corporation registrants provide that to the full extent permitted by the laws of the State of Tennessee, the corporation shall indemnify directors, officers, employees or agents of the corporation.

Registrants formed under the Tennessee Limited Liability Company Act

BHC Properties, LLC, Columbus Hospital Partners, LLC, Holly Hill Hospital, LLC, Keystone Continuum, LLC, Keystone Education and Youth Services, LLC, Keystone Memphis, LLC, Lebanon Hospital Partners, LLC, Northern Indiana Partners, LLC, Rolling Hills Hospital, LLC, Sunstone Behavioral Health, LLC, Tennessee Clinical Schools, LLC and Valle Vista Hospital Partners, LLC are organized under the laws of the State of Tennessee.

Section 48-243-101 of the Tennessee Limited Liability Company Act permits an LLC to indemnify an individual made a party to a proceeding because such individual is or was a responsible person against liability incurred in the proceeding if the individual acted in good faith and reasonably believed that such individual's conduct was in the best interest of the LLC or at least not opposed to its best interests; and in the case of any criminal proceeding, had no reasonable cause to believe such conduct was unlawful.

Except as noted below, the Operating Agreement of each of the Tennessee limited liability company registrants provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

The Operating Agreement of Keystone Memphis, LLC provides that to the fullest extent permitted by law, the company will indemnify its member and manager and advance expenses for judgments, settlements, penalties, fines or expenses incurred in any proceeding by reason of the fact that such person is or was the member or manager.

The Operating Agreement of Keystone Continuum, LLC provides that no officer shall have any liability to the company or any members for any loss arising out of any act or omission by such person, if he or she performs his or her duty in good faith, in the best interest of the company and with due care, except for loss or damage resulting from intentional misconduct, knowing violation of law, gross negligence or a transaction for which the officer received a personal benefit in violation of the agreement or such person's obligation to the company.

Registrant formed under Tennessee Law

BHC of Indiana, General Partnership is governed under the laws of Tennessee. The partnership agreement does not provide for exculpation of partners.

Registrants incorporated under the Texas Business Corporation Act

Merridell Achievement Center, Inc., Northwest Texas Healthcare System, Inc. and UHS of Timberlawn, Inc. are incorporated under the laws of the State of Texas.

Article 2.02-1 of the Texas Business Corporation Act (the "Texas Statute") provides that a Texas corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director only if it is determined that the person: (a) conducted himself or herself in good faith; (b) reasonably believed: (i) in the case of conduct in his or her official capacity as a director of the corporation, that his or her conduct was in the corporation's best interests; (ii) in all other cases, that his or her conduct was at least not opposed to the corporation's best interests; and (iii) in the case of any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. A Texas corporation is not permitted to indemnify a director in respect of a proceeding: (a) in which the person is found liable on the basis that personal benefit was improperly received by him or her, whether or not the benefit resulted from an action taken in the person's official capacity; or (b) in which the person is found liable to the corporation. A person may be indemnified against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the proceeding; but if the person is found liable to the corporation or is found liable on the basis that personal benefit was improperly received by the person, indemnification (1) is limited to reasonable expenses actually incurred by the person in connection with the proceeding and (2) shall not be made in respect of any proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his duty to the corporation. Where a director is successful, on the merits or otherwise, in the defense of a proceeding referred to above, the Corporation must indemnify such director against reasonable expenses incurred by him or her. The Texas statute further authorizes a Texas corporation to indemnify an officer, employee or agent of the corporation to the same extent as a director.

In addition, Article 2.02-1 of the Texas Statute authorizes a Texas corporation to purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee, or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the corporation would have the power to indemnify him or her against that liability under the Texas Statute.

The articles of incorporation of each of the Texas corporation registrants do not provide for indemnification of directors and officers. The bylaws of each of the Texas corporation registrants provide that to the full extent permitted by the laws of the State of Texas, the corporation shall indemnify directors, officers, employees or agents.

Registrants formed under the Texas Limited Liability Company Act

Horizon Mental Health Management, LLC and Kingwood Pines Hospital, LLC are each a limited liability company formed under the laws of the State of Texas.

Article 2.20 of the Texas Limited Liability Company Act authorizes a limited liability company to indemnify members and managers, officers, and other persons and purchase and maintain liability insurance for such persons. To the extent that at law or in equity, a member, manager, officer, or other person has duties (including fiduciary duties) and liabilities relating thereto to a limited liability company or to another member or manager, such duties and liabilities may be expanded or restricted by provisions in the regulations.

The Operating Agreement of each of the Texas limited liability company registrants provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a

result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

Registrants formed under the Texas Revised Limited Partnership Act

Neuro Institute of Austin, L.P., SHC-KPH, LP, Texas Cypress Creek Hospital, L.P., Texas Laurel Ridge Hospital, L.P., Texas San Marcos Treatment Center, L.P. and Texas West Oaks Hospital, L.P. are each a limited partnership formed under the laws of the State of Texas.

Article 11 of the Texas Revised Limited Partnership Act ("TRLPA") requires a limited partnership to indemnify a general partner against reasonable expenses incurred by the general partner in connection with a proceeding where the general partner was named as a defendant as a result of being the general partner of the limited partnership, if the general partner has been wholly successful in the defense of the proceeding. Furthermore, Article 11 provides that to the extent provided in the limited partnership agreement, a limited partnership may indemnify a person who was or is threatened to be named as a defendant in a proceeding as a result of being the general partner of the limited partnership, subject to the determination that such person (a) acted in good faith, (b) reasonably believed that (i) his or its conduct in the capacity of general partner was in the best interests of the limited partnership and (ii) his or its conduct in all other cases was not opposed to the best interests of the limited partnership, and (c) in the case of a criminal proceeding, such person had no reasonable cause to believe that his or its conduct was unlawful. Notwithstanding the foregoing and subject to certain exceptions, a general partner may not be indemnified under Article 11 of the TRLPA with respect to a proceeding in which the general partner is found liable on the basis of improperly receiving a personal benefit (irrespective of the benefit resulting from actions taken in the capacity as general partner) or the general partner is found liable to the limited partnership or the limited partners.

Section 6.7 of the limited partnership agreement of each of the Texas limited partnership registrants provides that such partnership shall indemnify its general partner, only if the general partner acted in good faith and in the best interest of the limited partnership and the partners, and provided that the claims giving rise to indemnification were not the result of willful misconduct or gross negligence on the part of such general partner.

Registrants incorporated under the Utah Revised Business Corporation Act

Benchmark Behavioral Health System, Inc. and Kids Behavioral Health of Utah, Inc. are incorporated under the laws of the State of Utah.

Section 902 of the Utah Revised Business Corporation Act ("URBCA") provides that a corporation may indemnify an individual who was, is or is threatened to be made a named defendant or respondent (a "Party") in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (a "Proceeding"), because the individual is or was a director of the corporation or, while a director of the corporation, is or was serving at its request as a director, officer, partner, trustee, employee, fiduciary, or agent of another corporation or other person or of an employee benefit plan (an "Indemnifiable Director"), against any obligation incurred with respect to a Proceeding, including any judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan) or reasonable expenses (including attorneys' fees), 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, or 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 the individual's conduct was unlawful. Section 902 of the URBCA further provides, however, that the corporation may not indemnify an Indemnifiable Director thereunder: (i) in connection with a Proceeding by or in the right of the corporation in which the Indemnifiable Director was adjudged liable to the corporation; or (ii) in connection with any other Proceeding charging improper personal benefit to the Indemnifiable Director, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by the Indemnifiable Director. Section 902 further provides that

indemnification thereunder in connection with a Proceeding by or in the right of the corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding.

Section 903 of the URBCA provides that, unless limited by its articles of incorporation, a corporation shall indemnify an Indemnifiable Director who was successful, on the merits or otherwise, in the defense of any Proceeding, or in defense of any claim, issue, or matter in the Proceeding, to which the Indemnifiable Director was a Party because of being an Indemnifiable Director of the corporation against reasonable expenses (including attorneys' fees) incurred by the Indemnifiable Director in connection with the Proceeding or claim with respect to which the individual has been successful.

In addition, Section 905 of the URBCA provides that, unless otherwise limited by a corporation's articles of incorporation, an Indemnifiable Director of the corporation who is a Party to a Proceeding may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction. The court may order indemnification if it determines that: (i) the Indemnifiable Director is entitled to mandatory indemnification under Section 903 of the URBCA, in which case the court shall also order the corporation to pay the Indemnifiable Director's reasonable expenses incurred to obtain court-ordered indemnification; or (ii) the Indemnifiable Director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director met the standard of conduct set forth in Section 902 of the URBCA or was adjudged liable as described in Section 902, except that indemnification with respect to any proceeding in which liability has been adjudged in the circumstances described in subsection (4) of Section 902 of the URBCA.

Section 904 of the URBCA provides that a corporation may pay for or reimburse the reasonable expenses (including attorneys' fees) incurred by an Indemnifiable Director who is a Party to a Proceeding in advance of the final disposition of the Proceeding if the individual furnishes the corporation (i) a written affirmation of the individual's good faith belief that the individual has met the prescribed standard of conduct; and (ii) a written undertaking, executed personally or on the individual's behalf, to repay the advance if it is ultimately determined that the individual did not meet the standard of conduct, which undertaking must be an unlimited obligation of the individual but need not be secured and may be accepted without reference to financial ability to make repayment; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under Sections 901 through 909 of the URBCA.

Section 907 of the URBCA provides that, unless a corporation's articles of incorporation provide otherwise, to the same extent as an Indemnifiable Director, (i) an officer of the corporation is entitled to mandatory indemnification under Section 903 thereof and is entitled to apply for court-ordered indemnification under Section 905 thereof; and (ii) that the corporation may indemnify and advance expenses to an officer, employee, fiduciary or agent of the corporation to the same extent as an Indemnifiable Director.

Section 908 of the URBCA provides further that a corporation may purchase and maintain liability insurance on behalf of an individual who is or was a director, officer, employee, fiduciary, or agent of the corporation or who, while serving as a director, officer, employee, fiduciary, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of another foreign or domestic corporation or other person, or of an employee benefit plan against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as such, whether or not the corporation would have the power to indemnify the individual against the same liability under Sections 902, 903, and 907 of the URBCA.

Section 909 of the URBCA provides that a provision relating to a corporation's indemnification of or advance for expenses that is contained in its articles of incorporation or bylaws, in a resolution of its shareholders or board of directors or in a contract, except an insurance policy, or otherwise, is valid only if and to the extent the provision is not inconsistent with Sections 901 through 909 of the URBCA. If the articles of incorporation limit indemnification or advancement of expenses, indemnification and advancement of expenses are valid only to the extent not inconsistent with the articles.

The articles of incorporation of each of the Utah corporation registrants do not provide for indemnification of directors and officers. The bylaws of each of the Utah corporation registrants provide that to the full extent permitted by the laws of the State of Utah, the corporation shall indemnify directors, officers, employees or agents.

Registrants incorporated under the Virginia Stock Corporation Act

Alternative Behavioral Services, Inc., First Hospital Corporation of Virginia Beach, HHC Poplar Springs, Inc. and The Pines Residential Treatment Center, Inc. are incorporated under the laws of the State of Virginia.

Section 697 of the Virginia Stock Corporation Act (the "Virginia Statute") provides that a Virginia corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if: (a) the individual conducted himself in good faith; and (b) the individual believed: (i) in the case of conduct in his or her official capacity with the corporation, that his or her conduct was in its best interests; and (ii) in all other cases, that his or her conduct was at least not opposed to its best interests; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. A Virginia corporation is not permitted to indemnify a director under this section: (a) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or (b) in connection with any other proceeding charging improper personal benefit to him or her, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her. Indemnification permitted under the Virginia Statute 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, a corporation must indemnify a director who entirely prevails 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 against reasonable expenses incurred by him or her. With respect to a proceeding by or in the right of the corporation, the court may (i) order indemnification of the director to the extent of his or her reasonable expenses if it determines that, considering all the relevant circumstances, the director is entitled to indemnification even though he or she was adjudged liable to the corporation and (ii) also order the corporation to pay the director's reasonable expenses incurred to obtain the order of indemnification. The Virginia Statute further authorizes a Virginia corporation to indemnify an officer, employee, or agent of the corporation to the same extent as to a director.

In addition, Section 703 of the Virginia Statute authorizes a Virginia corporation to purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify him or her against the same liability under the Virginia Statute.

The articles of incorporation of Alternative Behavioral Services, Inc. provide that the company may indemnify any officer or director pursuant to Virginia law. The articles of incorporation of First Hospital Corporation of Virginia Beach, HHC Poplar Springs, Inc. and The Pines Residential Treatment Center, Inc. do not provide for indemnification of directors and officers.

The bylaws of each of the Virginia corporation registrants provide that to the full extent permitted by the laws of the State of Virginia, the corporation shall indemnify directors, officers, employees or agents of the corporation.

Registrants formed under the Virginia Limited Liability Company Act

Cumberland Hospital, LLC, Keystone Marion, LLC and Keystone Newport News, LLC are each a limited liability company formed under the laws of the State of Virginia.

Section 13.1-1009(16) of the Virginia Limited Liability Company Act permits a limited liability company to indemnify members, managers or other persons from and against any and all claims and demands whatsoever.

The Operating Agreement of Cumberland Hospital, LLC provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

The Operating Agreement of Keystone Marion, LLC and Keystone Newport News, LLC each provide that to the fullest extent permitted by law, the company will indemnify its member and manager and advance expenses for judgments, settlements, penalties, fines or expenses incurred in any proceeding by reason of the fact that such person is or was the member or manager.

Registrant incorporated under the Washington Business Corporation Act

Auburn Regional Medical Center, Inc. is incorporated under the laws of the State of Washington.

Section 23B.08.510 of the Washington Business Corporation Act (the "WBCA") provides, in relevant part, that a corporation may indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding (a) if the individual acted in good faith; and (b) if the individual reasonably believed (i) in the case of conduct in the individual's official capacity with the corporation, that the individual's conduct was in the corporation's best interests; and (ii) in all other cases, that the individual's conduct was at least not opposed to the corporation's best interests and (c) in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful. A corporation may not indemnify a director under the WBCA: (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 the WBCA in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

Section 23B.08.520 of the WBCA provides that unless limited by its articles of incorporation, 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 of being a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding. Section 23B.08.570 of the WBCA provides that unless a corporation's articles of incorporation provide otherwise, an officer of the corporation who is not a director will be entitled to mandatory indemnification to the same extent as directors, and that a corporation may provide for indemnification of officers to the same extent as directors. A corporation may also indemnify an officer who is not a director to the extent, consistent with the law, that may be provided by its articles of incorporation, bylaws, general or specific action of its Board of Directors, or contract.

Section 23B.08.320 of the WBCA provides, in relevant part, that the articles of incorporation of a corporation may contain provisions not inconsistent with the law that eliminate or limit the personal liability of a director to the corporation or its shareholders for monetary damages for conduct as a director, provided that such provisions shall not eliminate or limit the liability of a director (i) for acts or omissions that involve intentional misconduct by a director or a knowing violation of law by a director; (ii) for conduct violating Section 23B.08.310 of the WBCA, relating to distributions by the corporation; or (iii) for any transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled. The following Washington registrant eliminates such personal liability for its director under such terms: Allrecipes.com, Inc. Such registrant also provides for indemnification under such terms to directors and officers to the full extent not prohibited by applicable law. Such registrant's articles of incorporation further

provide that if the WBCA is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the registrant shall be eliminated or limited to the fullest extent not prohibited by the WBCA, as so amended.

The articles of incorporation of Auburn Regional Medical Center, Inc. do not provide for indemnification of directors and officers. The bylaws of Auburn Regional Medical Center, Inc. provide that to the full extent permitted by the laws of the State of Washington, the corporation shall indemnify directors, officers, employees or agents of the corporation.

Registrant incorporated under the West Virginia Business Corporation Act

HHC River Park, Inc. is incorporated under the laws of the State of West Virginia.

Part 5 of Article 8 of the West Virginia Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

Section 31D-8-831(a) of the West Virginia Business Corporation Act provides that a director of a corporation shall not be liable to the corporation or its shareholders for any decision to take or not to take action or any failure to take any action as a director unless the party asserting liability establishes that the articles of incorporation and other law do not preclude liability and the challenged conduct consisted of or was the result of (i) action not in good faith, (ii) a decision (1) which the director did not reasonably believe to be in the best interests of the corporation or (2) as to which the director was not informed to an extent the director reasonably believed appropriate in the circumstances, (iii) a lack of objectivity or independence, (iv) a sustained failure of the director to devote attention to ongoing oversight of the business and affairs of the corporation or (v) receipt of a financial benefit to which the director was not entitled.

The articles of incorporation of HHC River Park, Inc. do not provide for indemnification of directors and officers. The bylaws of HHC River Park, Inc. provide that to the full extent permitted by the laws of the State of West Virginia, the corporation shall indemnify directors, officers, employees or agents of the corporation.

Item 21. Exhibits and Financial Statement Schedules.

(a) The following documents are filed as exhibits to this Registration Statement, including those exhibits incorporated herein by reference to a prior filing of Universal Health Services, Inc. ("UHS") under the Securities Act or the Exchange Act, as indicated:

Exhibit No.	Description
3.1	Restated Certificate of Incorporation of Universal Health Services, Inc., and amendments thereto, previously filed as Exhibit 3.1 to UHS's Quarterly Report on Form 10-Q for the quarter ended June 30, 1997, are incorporated herein by reference.
3.2	Bylaws of Universal Health Services, Inc., as amended, previously filed as Exhibit 3.2 to UHS's Annual Report on Form 10-K for the year ended December 31, 1987, is incorporated herein by reference.
3.3	Amendment to the Restated Certificate of Incorporation of Universal Health Services, Inc., previously filed as Exhibit 3.1 to UHS's Current Report on Form 8-K dated July 3, 2001, is incorporated herein by reference.
3.4	Aiken Regional Medical Centers, Inc. Articles of Incorporation.
3.5	Bylaws of Aiken Regional Medical Centers, Inc.
3.6	Alliance Health Center, Inc. Articles of Incorporation and amendments thereto.
3.7	Amended and Restated Bylaws of Alliance Health Center, Inc.
3.8	Alternative Behavioral Services, Inc. Articles of Incorporation and amendments thereto.
3.9	Amended and Restated Bylaws of Alternative Behavioral Services, Inc.
3.10	Associated Child Care Educational Services Inc. Articles of Incorporation and amendments thereto.
3.11	Amended and Restated Bylaws of Associated Child Care Educational Services Inc.
3.12	Atlantic Shores Hospital, LLC Certificate of Formation and amendment thereto.
3.13	Atlantic Shores Hospital, LLC Amended and Restated Operating Agreement.
3.14	Auburn Regional Medical Center, Inc. Articles of Incorporation and amendments thereto.
3.15	Bylaws of Auburn Regional Medical Center, Inc.
3.16	Behavioral Healthcare LLC Certificate of Formation and amendments thereto.
3.17	Behavioral Healthcare LLC Amended and Restated Operating Agreement.
3.18	Benchmark Behavioral Health System, Inc. Articles of Incorporation and amendments thereto.
3.19	Amended and Restated Bylaws of Benchmark Behavioral Health System, Inc.
3.20	BHC Alhambra Hospital, Inc. Charter.
3.21	Amended and Restated Bylaws of BHC Alhambra Hospital, Inc.
3.22	BHC Belmont Pines Hospital, Inc. Charter.
3.23	Amended and Restated Bylaws of BHC Belmont Pines Hospital, Inc.
3.24	BHC Fairfax Hospital, Inc. Charter.
3.25	Amended and Restated Bylaws of BHC Fairfax Hospital, Inc.
3.26	BHC Fox Run Hospital, Inc. Charter.

Exhibit No.	Description
3.27	Amended and Restated Bylaws of BHC Fox Run Hospital, Inc.
3.28	BHC Fremont Hospital, Inc. Charter.
3.29	Amended and Restated Bylaws of BHC Fremont Hospital, Inc.
3.30	BHC Health Services of Nevada, Inc. Articles of Incorporation.
3.31	Amended and Restated Bylaws of BHC Health Services of Nevada, Inc.
3.32	BHC Heritage Oaks Hospital, Inc. Charter.
3.33	Amended and Restated Bylaws of BHC Heritage Oaks Hospital, Inc.
3.34	BHC Holdings, Inc. Certificate of Incorporation and amendments thereto.
3.35	Amended and Restated Bylaws of BHC Holdings, Inc.
3.36	BHC Intermountain Hospital, Inc. Charter.
3.37	Amended and Restated Bylaws of BHC Intermountain Hospital, Inc.
3.38	BHC Mesilla Valley Hospital, LLC Certificate of Formation and amendments thereto.
3.39	BHC Mesilla Valley Hospital, LLC Amended and Restated Operating Agreement.
3.40	BHC Montevista Hospital, Inc. Articles of Incorporation and amendments thereto.
3.41	Amended and Restated Bylaws of BHC Montevista Hospital, Inc.
3.42	BHC Northwest Psychiatric Hospital, LLC Certificate of Formation and amendments thereto.
3.43	BHC Northwest Psychiatric Hospital, LLC Amended and Restated Operating Agreement.
3.44	BHC of Indiana, General Partnership Amended and Restated Agreement of General Partnership
3.45	BHC Pinnacle Pointe Hospital, Inc. Charter.
3.46	Amended and Restated Bylaws of BHC Pinnacle Pointe Hospital, Inc.
3.47	BHC Properties, LLC Certificate of Formation.
3.48	BHC Properties, LLC Amended and Restated Operating Agreement.
3.49	BHC Sierra Vista Hospital, Inc. Charter.
3.50	Amended and Restated Bylaws of BHC Sierra Vista Hospital, Inc.
3.51	BHC Streamwood Hospital, Inc. Charter.
3.52	Amended and Restated Bylaws of BHC Streamwood Hospital, Inc.
3.53	Brentwood Acquisition, Inc. Charter.
3.54	Amended and Restated Bylaws of Brentwood Acquisition, Inc.
3.55	Brentwood Acquisition-Shreveport, Inc. Certificate of Incorporation and amendments thereto.
3.56	Amended and Restated Bylaws of Brentwood Acquisition - Shreveport, Inc.
3.57	Brynn Marr Hospital, Inc. Articles of Incorporation and amendments thereto.
3.58	Amended and Restated Bylaws of Brynn Marr Hospital, Inc.
3.59	Canyon Ridge Hospital, Inc. Articles of Incorporation.
3.60	Amended and Restated Bylaws of Canyon Ridge Hospital, Inc.

Exhibit No.	Description
3.61	CCS/Lansing, Inc. Articles of Incorporation.
3.62	Amended and Restated Bylaws of CCS/Lansing, Inc.
3.63	Cedar Springs Hospital, Inc. Certificate of Incorporation and amendment thereto.
3.64	Amended and Restated Bylaws of Cedar Springs Hospital, Inc.
3.65	Children's Comprehensive Services, Inc. Restated Charter and amendments thereto.
3.66	Bylaws of Children's Comprehensive Services, Inc.
3.67	Columbus Hospital Partners, LLC Certificate of Formation.
3.68	Columbus Hospital Partners, LLC Amended and Restated Operating Agreement.
3.69	Cumberland Hospital Partners, LLC Certificate of Formation and amendments thereto.
3.70	Cumberland Hospital Partners, LLC Amended and Restated Operating Agreement.
3.71	Cumberland Hospital, LLC Articles of Organization and amendments thereto.
3.72	Cumberland Hospital, LLC Amended and Restated Operating Agreement.
3.73	Del Amo Hospital, Inc. Articles of Incorporation.
3.74	Amended and Restated Bylaws of Del Amo Hospital, Inc.
3.75	Emerald Coast Behavioral Hospital, LLC Certificate of Formation.
3.76	Emerald Coast Behavioral Hospital, LLC Amended and Restated Operating Agreement.
3.77	First Hospital Corporation of Virginia Beach Articles of Incorporation and amendments thereto.
3.78	Amended and Restated Bylaws of First Hospital Corporation of Virginia Beach
3.79	First Hospital Panamericano, Inc. Certificate of Incorporation and amendments thereto.
3.80	Amended and Restated Bylaws of First Hospital Panamericano, Inc.
3.81	Fort Duncan Medical Center, L.P. Certificate of Limited Partnership.
3.82	Agreement of Limited Partnership of Fort Duncan Medical Center, L.P.
3.83	Frontline Behavioral Health, Inc. Certificate of Incorporation and amendments thereto.
3.84	Bylaws of Frontline Behavioral Health, Inc.
3.85	Frontline Hospital, LLC Amended and Restated Certificate of Formation.
3.86	Frontline Hospital, LLC Amended and Restated Operating Agreement.
3.87	Frontline Residential Treatment Center, LLC Amended and Restated Certificate of Formation.
3.88	Frontline Residential Treatment Center, LLC Amended and Restated Operating Agreement.
3.89	Great Plains Hospital, Inc. Articles of Incorporation.
3.90	Amended and Restated Bylaws of Great Plains Hospital, Inc.
3.91	H.C. Corporation Articles of Incorporation.
3.92	Amended and Restated Bylaws of H.C. Corporation.
3.93	Agreement of General Partnership. of H.C. Partnership.
3.94	Havenwyck Hospital Inc. Articles of Incorporation and amendments thereto.

Exhibit No.	Description
3.95	Amended and Restated Bylaws of Havenwyck Hospital Inc.
3.96	HHC Augusta, Inc. Articles of Incorporation.
3.97	Amended and Restated Bylaws of HHC Augusta, Inc.
3.98	HHC Conway Investment, Inc. Articles of Incorporation.
3.99	Amended and Restated Bylaws of HHC Conway Investment, Inc.
3.100	HHC Delaware, Inc. Certificate of Incorporation.
3.101	Amended and Restated Bylaws of HHC Delaware, Inc.
3.102	HHC Focus Florida, Inc. Articles of Incorporation and amendments thereto.
3.103	Amended and Restated Bylaws of HHC Focus Florida, Inc.
3.104	HHC Pennsylvania, LLC Certificate of Formation.
3.105	HHC Pennsylvania, LLC Amended and Restated Operating Agreement.
3.106	HHC Poplar Springs, Inc. Articles of Incorporation.
3.107	Amended and Restated Bylaws of HHC Poplar Springs, Inc.
3.108	HHC River Park, Inc. Articles of Incorporation.
3.109	Amended and Restated Bylaws of HHC River Park, Inc.
3.110	HHC St. Simons, Inc. Articles of Incorporation.
3.111	Amended and Restated Bylaws of HHC St. Simons, Inc.
3.112	Hickory Trail Hospital, L.P. Certificate of Limited Partnership.
3.113	Amended and Restated Agreement of Limited Partnership of Hickory Trail Hospital, L.P.
3.114	Holly Hill Hospital, LLC Certificate of Formation.
3.115	Holly Hill Hospital, LLC Amended and Restated Operating Agreement.
3.116	Horizon Health Corporation Amended and Restated Certificate of Incorporation.
3.117	Amended and Restated Bylaws of Horizon Health Corporation.
3.118	Horizon Health Hospital Services, LLC Certificate of Formation.
3.119	Horizon Health Hospital Services, LLC Amended and Restated Operating Agreement.
3.120	Horizon Mental Health Management, LLC Certificate of Formation.
3.121	Horizon Mental Health Management, LLC Amended and Restated Operating Agreement.
3.122	HSA Hill Crest Corporation Articles of Incorporation and amendments thereto.
3.123	Amended and Restated Bylaws of HSA Hill Crest Corporation.
3.124	Keys Group Holdings LLC Certificate of Formation and amendments thereto.
3.125	Keys Group Holdings LLC Amended and Restated Operating Agreement.
3.126	Keystone Continuum, LLC Articles of Organization.
3.127	Keystone Continuum, LLC Amended and Restated Operating Agreement.
3.128	Keystone Education and Youth Services, LLC Articles of Organization and amendments thereto.

Exhibit No.	Description
3.129	Keystone Education and Youth Services, LLC Amended and Restated Operating Agreement.
3.130	Keystone Marion, LLC Articles of Organization.
3.131	Keystone Marion, LLC Amended and Restated Operating Agreement.
3.132	Keystone Newport News, LLC Articles of Organization.
3.133	Keystone Newport News, LLC Amended and Restated Operating Agreement.
3.134	Keystone NPS LLC Articles of Organization and amendments.
3.135	Keystone NPS LLC Amended and Restated Operating Agreement.
3.136	Keystone Richland Center, LLC Articles of Organization.
3.137	Keystone Richland Center, LLC Amended and Restated Operating Agreement.
3.138	Keystone WSNC, L.L.C. Articles of Organization.
3.139	Keystone WSNC, L.L.C. Amended and Restated Operating Agreement.
3.140	Keystone Memphis, LLC Articles of Organization.
3.141	Keystone Memphis, LLC Amended and Restated Operating Agreement.
3.142	Keystone / CCS Partners LLC Certificate of Formation and amendments thereto.
3.143	Keystone / CCS Partners LLC Amended and Restated Operating Agreement.
3.144	Kids Behavioral Health of Utah, Inc. Articles of Incorporation and amendments thereto.
3.145	Amended and Restated Bylaws of Kids Behavioral Health of Utah, Inc.
3.146	Kingwood Pines Hospital, LLC Articles of Incorporation and amendments thereto.
3.147	Kingwood Pines Hospital, LLC Amended and Restated Operating Agreement.
3.148	KMI Acquisition, LLC Certificate of Formation.
3.149	KMI Acquisition, LLC Amended and Restated Operating Agreement.
3.150*	La Amistad Residential Treatment Center, LLC Articles of Organization.
3.151*	La Amistad Residential Treatment Center, LLC Amended and Restated Operating Agreement.
3.152*	Lancaster Hospital Corporation Articles of Incorporation.
3.153*	Bylaws of Lancaster Hospital Corporation.
3.154*	Laurel Oaks Behavioral Health Center, Inc. Certificate of Incorporation and amendments thereto.
3.155*	Amended and Restated Bylaws of Laurel Oaks Behavioral Health Center, Inc.
3.156*	Lebanon Hospital Partners, LLC Certificate of Formation.
3.157*	Lebanon Hospital Partners, LLC Amended and Restated Operating Agreement.
3.158*	Manatee Memorial Hospital, L.P. Certificate of Limited Partnership and amendments thereto.
3.159*	Agreement of Limited Partnership of Manatee Memorial Hospital, L.P.
3.160*	McAllen Hospitals, L.P. Certificate of Limited Partnership and amendments thereto.
3.161*	Agreement of Limited Partnership and amendments thereto of McAllen Hospitals, L.P.
3.162*	McAllen Medical Center, Inc. Certificate of Incorporation and amendments thereto.

Exhibit No.	Description
3.163*	Bylaws of McAllen Medical Center, Inc.
3.164*	Merion Building Management, Inc. Certificate of Incorporation and amendments thereto.
3.165*	Bylaws of Merion Building Management, Inc.
3.166*	Merridell Achievement Center, Inc. Articles of Incorporation and amendments thereto.
3.167*	Amended and Restated Bylaws of Merridell Achievement Center, Inc.
3.168*	Michigan Psychiatric Services, Inc. Articles of Incorporation and amendments thereto.
3.169*	Amended and Restated Bylaws of Michigan Psychiatric Services, Inc.
3.170*	Neuro Institute of Austin, L.P. Certificate of Limited Partnership and amendments thereto.
3.171*	Amended and Restated Agreement of Limited Partnership of Neuro Institute of Austin, L.P.
3.172*	North Spring Behavioral Healthcare, Inc. Charter and amendments thereto.
3.173*	Amended and Restated Bylaws of North Spring Behavioral Healthcare, Inc.
3.174*	Northern Indiana Partners, LLC Certificate of Formation.
3.175*	Northern Indiana Partners, LLC Amended and Restated Operating Agreement.
3.176*	Northwest Texas Healthcare System, Inc. Articles of Incorporation and amendments thereto.
3.177*	Bylaws of Northwest Texas Healthcare System, Inc.
3.178*	Oak Plains Academy of Tennessee, Inc. Charter and amendments thereto.
3.179*	Amended and Restated Bylaws of Oak Plains Academy of Tennessee, Inc.
3.180*	Ocala Behavioral Health, LLC Certificate of Formation and amendments thereto.
3.181*	Ocala Behavioral Health, LLC Amended and Restated Operating Agreement.
3.182*	Palmetto Behavioral Health Holdings, LLC Certificate of Formation and amendments thereto.
3.183*	Palmetto Behavioral Health Holdings, LLC Amended and Restated Operating Agreement.
3.184*	Palmetto Behavioral Health System, L.L.C. Articles of Organization.
3.185*	Palmetto Behavioral Health System, L.L.C. Amended and Restated Operating Agreement.
3.186*	Palmetto Lowcountry Behavioral Health, L.L.C. Articles of Organization.
3.187*	Palmetto Lowcountry Behavioral Health, L.L.C. Amended and Restated Operating Agreement.
3.188*	Park Healthcare Company Charter and amendments thereto.
3.189*	Bylaws of Park Healthcare Company.
3.190*	Pendleton Methodist Hospital, L.L.C. Certificate of Formation.
3.191*	Pendleton Methodist Hospital, L.L.C. Operating Agreement and amendments thereto.
3.192*	Pennsylvania Clinical Schools, Inc. Articles of Incorporation.
3.193*	Amended and Restated Bylaws of Pennsylvania Clinical Schools, Inc.
3.194*	Premier Behavioral Solutions of Florida, Inc. Certificate of Incorporation and amendments thereto.
3.195*	Amended and Restated Bylaws of Premier Behavioral Solutions of Florida, Inc.
3.196*	Premier Behavioral Solutions, Inc. Restated Certificate of Incorporation and amendments thereto.

Exhibit No.	Description
3.197*	Amended and Restated Bylaws of Premier Behavioral Solutions, Inc.
3.198*	PSI Surety, Inc. Articles of Domestication.
3.199*	Amended and Restated Bylaws of PSI Surety, Inc.
3.200*	PSJ Acquisition, LLC Articles of Organization.
3.201*	PSJ Acquisition, LLC Amended and Restated Operating Agreement.
3.202*	Psychiatric Solutions Hospitals, LLC Certificate of Formation and amendments thereto.
3.203*	Psychiatric Solutions Hospitals, LLC Amended and Restated Operating Agreement.
3.204*	Psychiatric Solutions of Virginia, Inc. Certificate of Incorporation and amendments thereto.
3.205*	Amended and Restated Bylaws of Psychiatric Solutions of Virginia, Inc.
3.206*	Psychiatric Solutions, Inc. Amended and Restated Certificate of Incorporation and amendments thereto
3.207*	Amended and Restated Bylaws of Psychiatric Solutions, Inc.
3.208*	Ramsay Managed Care, LLC Certificate of Formation.
3.209*	Ramsay Managed Care, LLC Amended and Restated Operating Agreement.
3.210*	Ramsay Youth Services of Georgia, Inc. Certificate of Incorporation.
3.211*	Amended and Restated Bylaws of Ramsay Youth Services of Georgia, Inc.
3.212*	River Oaks, Inc. Restatement of Restated Articles of Incorporation and amendments thereto.
3.213*	Amended and Restated Bylaws of River Oaks, Inc.
3.214*	Riveredge Hospital Holdings, Inc. Certificate of Incorporation and amendments thereto.
3.215*	Amended and Restated Bylaws of Riveredge Hospital Holdings, Inc.
3.216*	Rolling Hills Hospital, LLC Articles of Organization.
3.217*	Rolling Hills Hospital, LLC Amended and Restated Operating Agreement.
3.218*	Samson Properties, LLC Articles of Organization.
3.219*	Samson Properties, LLC Amended and Restated Operating Agreement.
3.220*	Shadow Mountain Behavioral Health System, LLC Certificate of Formation and amendments thereto.
3.221*	Shadow Mountain Behavioral Health System, LLC Amended and Restated Operating Agreement.
3.222*	SHC-KPH, LP Certificate of Limited Partnership and amendments thereto.
3.223*	SHC-KPH, LP Amended and Restated Agreement of Limited Partnership.
3.224*	Southeastern Hospital Corporation Charter.
3.225*	Bylaws of Southeastern Hospital Corporation
3.226*	SP Behavioral, LLC Articles of Organization.
3.227*	SP Behavioral, LLC Amended and Restated Operating Agreement.
3.228*	Sparks Family Hospital, Inc. Articles of Incorporation and amendments thereto.
3.229*	Bylaws of Sparks Family Hospital, Inc.

Exhibit No.	Description
3.230*	Springfield Hospital, Inc. Certificate of Incorporation.
3.231*	Amended and Restated Bylaws of Springfield Hospital, Inc.
3.232*	Stonington Behavioral Health, Inc. Certificate of Incorporation.
3.233*	Amended and Restated Bylaws of Stonington Behavioral Health, Inc.
3.234*	Summit Oaks Hospital, Inc. Certificate of Incorporation and amendments thereto.
3.235*	Amended and Restated Bylaws of Summit Oaks Hospital, Inc.
3.236*	Sunstone Behavioral Health, LLC Certificate of Formation.
3.237*	Sunstone Behavioral Health, LLC Amended and Restated Operating Agreement.
3.238*	TBD Acquisition, LLC Certificate of Formation and amendments thereto.
3.239*	TBD Acquisition, LLC Amended and Restated Operating Agreement.
3.240*	TBJ Behavioral Center, LLC Certificate of Formation and amendments thereto.
3.241*	TBJ Behavioral Center, LLC Amended and Restated Operating Agreement.
3.242*	Tennessee Clinical Schools, LLC Articles of Organization.
3.243*	Tennessee Clinical Schools, LLC Amended and Restated Operating Agreement.
3.244*	Texas Cypress Creek Hospital, L.P. Certificate of Limited Partnership and amendments thereto.
3.245*	Amended and Restated Agreement of Limited Partnership of Texas Cypress Creek Hospital, L.P.
3.246*	Texas Hospital Holdings, Inc. Certificate of Incorporation and amendments thereto.
3.247*	Texas Hospital Holdings, Inc. Amended and Restated Bylaws.
3.248*	Texas Laurel Ridge Hospital, L.P. Certificate of Limited Partnership.
3.249*	Amended and Restated Agreement of Limited Partnership of Texas Laurel Ridge Hospital, L.P.
3.250*	Texas San Marcos Treatment Center, L.P. Certificate of Limited Partnership.
3.251*	Amended and Restated Agreement of Limited Partnership of Texas San Marcos Treatment Center, L.P.
3.252*	Texas West Oaks Hospital, L.P. Certificate of Limited Partnership and amendments thereto.
3.253*	Amended and Restated Agreement of Limited Partnership of Texas West Oaks Hospital, L.P.
3.254*	The Arbour, Inc. Articles of Organization and amendments thereto.
3.255*	Amended and Restated Bylaws of The Arbour, Inc.
3.256*	The Bridgeway, Inc. Articles of Incorporation and amendments thereto.
3.257*	Amended and Restated Bylaws of The Bridgeway, Inc.
3.258*	The National Deaf Academy, LLC Articles of Organization and amendments thereto.
3.259*	The National Deaf Academy, LLC Amended and Restated Operating Agreement.
3.260*	The Pines Residential Treatment Center, Inc. Articles of Incorporation and amendments thereto.
3.261*	Amended and Restated Bylaws of The Pines Residential Treatment Center, Inc.
3.262*	Three Rivers Behavioral Health, LLC Restated Articles of Organization.

Exhibit No.	Description
3.263*	Three Rivers Behavioral Health, LLC Amended and Restated Operating Agreement.
3.264*	Three Rivers Healthcare Group, LLC Restated Articles of Organization.
3.265*	Three Rivers Healthcare Group, LLC Amended and Restated Operating Agreement.
3.266*	Toledo Holding Co., LLC Certificate of Formation.
3.267*	Toledo Holding Co., LLC Amended and Restated Operating Agreement.
3.268*	Turning Point Care Center, Inc. Articles of Incorporation and amendments thereto.
3.269*	Amended and Restated Bylaws of Turning Point Care Center, Inc.
3.270*	Two Rivers Psychiatric Hospital, Inc. Certificate of Incorporation and amendments thereto.
3.271*	Amended and Restated Bylaws of Two Rivers Psychiatric Hospital, Inc.
3.272*	UHS Children Services, Inc. Certificate of Incorporation.
3.273*	Bylaws of UHS Children Services, Inc.
3.274*	UHS Holding Company, Inc. Articles of Incorporation.
3.275*	Bylaws of UHS Holding Company, Inc.
3.276*	UHS Kentucky Holdings, L.L.C. Certificate of Formation and amendments thereto.
3.277*	UHS Kentucky Holdings, L.L.C. Amended and Restated Operating Agreement.
3.278*	UHS of Anchor, L.P. Certificate of Limited Partnership and amendments thereto.
3.279*	Agreement of Limited Partnership of UHS of Anchor, L.P.
3.280*	UHS of Benton, Inc. Certificate of Incorporation.
3.281*	Amended and Restated Bylaws of UHS of Benton, Inc.
3.282*	UHS of Bowling Green, LLC Certificate of Formation and amendments thereto.
3.283*	UHS of Bowling Green, LLC Amended and Restated Operating Agreement.
3.284*	UHS of Centennial Peaks, L.L.C. Certificate of Formation.
3.285*	UHS of Centennial Peaks, L.L.C. Amended and Restated Operating Agreement.
3.286*	UHS of Cornerstone Holdings, Inc. Certificate of Incorporation.
3.287*	UHS of Cornerstone Holdings, Inc. Bylaws
3.288*	UHS of Cornerstone, Inc. Certificate of Incorporation.
3.289*	UHS of Cornerstone, Inc. Bylaws
3.290*	UHS of D.C., Inc. Certificate of Incorporation.
3.291*	Bylaws of UHS of D.C., Inc.
3.292*	UHS of Delaware, Inc. Certificate of Incorporation and amendments thereto.
3.293*	Bylaws of UHS of Delaware, Inc.
3.294*	UHS of Denver, Inc. Certificate of Incorporation.
3.295*	Amended and Restated Bylaws of UHS of Denver, Inc.
3.296*	UHS of Dover, L.L.C. Certificate of Formation.

Exhibit No.	Description
3.297*	UHS of Dover, L.L.C. Amended and Restated Operating Agreement.
3.298*	UHS of Doylestown, L.L.C. Certificate of Formation.
3.299*	UHS of Doylestown, L.L.C. Amended and Restated Operating Agreement.
3.300*	UHS of Fairmount, Inc. Certificate of Incorporation.
3.301*	Amended and Restated Bylaws of UHS of Fairmount, Inc.
3.302*	UHS of Fuller, Inc. Articles of Organization.
3.303*	Amended and Restated Bylaws of UHS of Fuller, Inc.
3.304*	UHS of Georgia Holdings, Inc. Certificate of Incorporation.
3.305*	Bylaws of UHS of Georgia Holdings, Inc.
3.306*	UHS of Georgia, Inc. Certificate of Incorporation.
3.307*	Bylaws of UHS of Georgia, Inc.
3.308*	UHS of Greenville, Inc. Certificate of Incorporation.
3.309*	Amended and Restated Bylaws of UHS of Greenville, Inc.
3.310*	UHS of Hampton, Inc. Certificate of Incorporation.
3.311*	Amended and Restated Bylaws of UHS of Hampton, Inc.
3.312*	UHS of Hartgrove, Inc. Articles of Incorporation.
3.313*	Amended and Restated Bylaws of UHS of Hartgrove, Inc.
3.314*	UHS of Lakeside, LLC Certificate of Formation.
3.315*	UHS of Lakeside, LLC Amended and Restated Operating Agreement.
3.316*	UHS of Laurel Heights, L.P. Certificate of Limited Partnership.
3.317*	Agreement of Limited Partnership of UHS of Laurel Heights, L.P.
3.318*	UHS of New Orleans, Inc. Articles of Incorporation.
3.319*	Bylaws of UHS of New Orleans, Inc.
3.320*	UHS of Oklahoma, Inc. Certificate of Incorporation and amendments thereto.
3.321*	Bylaws of UHS of Oklahoma, Inc.
3.322*	UHS of Parkwood, Inc. Certificate of Incorporation.
3.323*	Amended and Restated Bylaws of UHS of Parkwood, Inc.
3.324*	UHS of Peachford, L.P. Certificate of Limited Partnership.
3.325*	Agreement of Limited Partnership of UHS of Peachford, L.P.
3.326*	UHS of Pennsylvania, Inc. Articles of Incorporation.
3.327*	Amended and Restated Bylaws of UHS of Pennsylvania, Inc.
3.328*	UHS of Provo Canyon, Inc. Certificate of Incorporation and amendments thereto.
3.329*	Amended and Restated Bylaws of UHS of Provo Canyon, Inc.
3.330*	UHS of Puerto Rico, Inc. Certificate of Incorporation and amendments thereto.

Exhibit No.	Description
3.331*	Amended and Restated Bylaws of UHS of Puerto Rico, Inc.
3.332*	UHS of Ridge, LLC Certificate of Formation.
3.333*	UHS of Ridge, LLC Amended and Restated Operating Agreement.
3.334*	UHS of River Parishes, Inc. Articles of Incorporation and amendments thereto.
3.335*	Bylaws of UHS of River Parishes, Inc.
3.336*	UHS of Rockford, LLC Certificate of Formation.
3.337*	UHS of Rockford, LLC Amended and Restated Operating Agreement.
3.338*	UHS of Salt Lake City, L.L.C. Certificate of Formation.
3.339*	UHS of Salt Lake City, L.L.C. Amended and Restated Operating Agreement.
3.340*	UHS of Savannah, L.L.C. Certificate of Formation.
3.341*	UHS of Savannah, L.L.C. Amended and Restated Operating Agreement.
3.342*	UHS of Spring Mountain, Inc. Certificate of Incorporation.
3.343*	Amended and Restated Bylaws of UHS of Spring Mountain, Inc.
3.344*	UHS of Springwoods, L.L.C. Certificate of Formation.
3.345*	UHS of Springwoods, L.L.C. Amended and Restated Operating Agreement.
3.346*	UHS of Summitridge, L.L.C. Certificate of Formation.
3.347*	UHS of Summitridge, L.L.C. Amended and Restated Operating Agreement.
3.348*	UHS of Texoma, Inc. Certificate of Incorporation.
3.349*	Bylaws of UHS of Texoma, Inc.
3.350*	UHS of Timberlawn, Inc. Articles of Incorporation and amendments thereto.
3.351*	Amended and Restated Bylaws of UHS of Timberlawn, Inc.
3.352*	UHS of Timpanogos, Inc. Certificate of Incorporation.
3.353*	Amended and Restated Bylaws of UHS of Timpanogos, Inc.
3.354*	UHS of Westwood Pembroke, Inc. Articles of Organization and amendments thereto.
3.355*	Amended and Restated Bylaws of UHS of Westwood Pembroke, Inc.
3.356*	UHS of Wyoming, Inc. Certificate of Incorporation.
3.357*	Amended and Restated Bylaws of UHS of Wyoming, Inc.
3.358*	UHS of Oklahoma City LLC Articles of Organization and amendments thereto.
3.359*	UHS of Oklahoma City LLC Operating Agreement.
3.360*	UHS Sahara, Inc. Certificate of Incorporation.
3.361*	Amended and Restated Bylaws of UHS Sahara, Inc.
3.362*	UHS-Corona, Inc. Certificate of Incorporation and amendments thereto.
3.363*	Bylaws of UHS-Corona, Inc.
3.364*	United Healthcare of Hardin, Inc. Charter and amendments thereto.

Exhibit No.	Description
3.365*	Amended and Restated Bylaws of United Healthcare of Hardin, Inc.
3.366*	Universal Health Services of Palmdale, Inc. Certificate of Incorporation.
3.367*	Amended and Restated Bylaws of Universal Health Services of Palmdale, Inc.
3.368*	Universal Health Services of Rancho Springs, Inc. Articles of Incorporation and amendments thereto.
3.369*	Amended and Restated Bylaws of Universal Health Services of Rancho Springs, Inc.
3.370*	University Behavioral, LLC Articles of Organization and amendments thereto.
3.371*	University Behavioral, LLC Amended and Restated Operating Agreement.
3.372*	Valle Vista Hospital Partners, LLC Certificate of Formation.
3.373*	Valle Vista Hospital Partners, LLC Amended and Restated Operating Agreement.
3.374*	Valle Vista, LLC Certificate of Formation and amendments thereto.
3.375*	Valle Vista, LLC Amended and Restated Operating Agreement.
3.376*	Valley Hospital Medical Center, Inc. Articles of Incorporation and amendments thereto.
3.377*	Bylaws of Valley Hospital Medical Center, Inc.
3.378*	Wekiva Springs Center, LLC Certificate of Formation and amendments thereto.
3.379*	Wekiva Springs Center, LLC Amended and Restated Operating Agreement.
3.380*	Wellington Regional Medical Center, Incorporated Articles of Incorporation and amendments thereto.
3.381*	Amended and Restated Bylaws Wellington Regional Medical Center, Incorporated
3.382*	Wellstone Regional Hospital Acquisition, LLC Certificate of Formation and amendments thereto.
3.383*	Wellstone Regional Hospital Acquisition, LLC Amended and Restated Operating Agreement.
3.384*	Willow Springs, LLC Certificate of Formation and amendments thereto.
3.385*	Willow Springs, LLC Amended and Restated Operating Agreement.
3.386*	Windmoor Healthcare Inc. Articles of Incorporation.
3.387*	Amended and Restated Bylaws Windmoor Healthcare Inc.
3.388*	Windmoor Healthcare of Pinellas Park, Inc. Certificate of Incorporation and amendments thereto.
3.389*	Amended and Restated Bylaws Windmoor Healthcare of Pinellas Park, Inc.
3.390*	Zeus Endeavors, LLC Articles of Organization.
3.391*	Zeus Endeavors, LLC Amended and Restated Operating Agreement.
4.1	Indenture, dated as of September 29, 2010, between UHS, as successor by merger to UHS Escrow Corporation, and Union Bank, N.A., as Trustee (the “Indenture”), previously filed as Exhibit 4.1 to UHS’s Current Report on Form 8-K dated October 5, 2010, is incorporated herein by reference.
4.2	Supplemental Indenture to the Indenture, dated as of November 15, 2010, between UHS, as successor by merger to UHS Escrow Corporation, the subsidiary guarantors party thereto and Union Bank, N.A., as Trustee, relating to the $250,000,000 aggregate principal amount of UHS’s 7% Senior Notes due 2018, previously filed as Exhibit 4.1 to UHS’s Current Report on Form 8-K dated November 17, 2010, is incorporated herein by reference.

Exhibit No.	Description
4.3	Form of 7% Senior Note due 2018 (contained in Indenture filed as Exhibit 4.1 to this Registration Statement).
5.1	Opinion of Fulbright & Jaworski L.L.P.
5.2	Opinion of Matthew D. Klein, Vice President and General Counsel of UHS.
10.1	Registration Rights Agreement, dated as of September 29, 2010, among Universal Health Services, Inc., certain of its subsidiaries, UHS Escrow Corporation, and J.P. Morgan Securities LLC, for itself and as representative of the several initial purchasers of the Senior Notes, previously filed as Exhibit 4.3 to UHS's Current Report on Form 8-K dated October 5, 2010, is incorporated herein by reference.
12.1	Statement of Computation of Ratio of Earnings to Fixed Charges.
23.1	Consent of PricewaterhouseCoopers LLP.
23.2	Consent of Fulbright & Jaworski L.L.P. (included in Exhibit 5.1).
23.3	Consent of Matthew D. Klein, Vice President and General Counsel of UHS (included in Exhibit 5.2).
23.4	Consent of Ernst & Young LLP.
24.1	Powers of Attorney (included on signature pages).
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of Union Bank, N.A. to act as trustee under the Indenture.
99.1	Form of Letter of Transmittal.
99.2	Form of Notice of Guaranteed Delivery.
99.3	Form of Letter to DTC Participants.
99.4	Form of Letter to Beneficial Holders.

* To be filed by amendment

Item 22. Undertakings.

A. (a) Each registrant hereby undertakes:

(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;

(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 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.

(5) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(ii) If such registrant is subject to Rule 430C, 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 than 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.

(6) That, for the purpose of determining liability of such registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, each undersigned registrant undertakes that in a primary offering of securities of such 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 registrants 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 such registrant or used or referred to by the undersigned registrants;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of the undersigned registrants; and

(iv) any other communication that is an offer in the offering made by such registrant to the purchaser.

(b) Each undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement 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.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrants, 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 Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of a registrant 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, such registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

B. Each undersigned registrant undertakes 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. Each undersigned registrant hereby undertakes 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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on April 1, 2011.

UNIVERSAL HEALTH SERVICES, INC.

By: /S/ ALAN B. MILLER
Alan B. Miller
Chairman of the Board and
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned directors and officers of Universal Health Services, Inc. hereby constitutes and appoints Alan B. Miller and Steve Filton, and each of them, his true and lawful attorneys-in-fact and agents, 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 to this registration statement (including post-effective amendments and registration statements filed pursuant to Rule 462 or otherwise) and to file the same, with all exhibits thereto, and the other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to each such 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, or his or their substitute or substitutes, 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 below by the following persons in the capacities and on the dates indicated.

Signatures	Title	Date
/S/ ALAN B. MILLER Alan B. Miller	Chairman of the Board and Chief Executive Officer (*Principal Executive Officer*)	April 1, 2011
/S/ MARC D. MILLER Marc D. Miller	Director and President	April 1, 2011
/S/ LEATRICE DUCAT Leatrice Ducat	Director	April 1, 2011
/S/ JOHN H. HERRELL John H. Herrell	Director	April 1, 2011
/S/ ROBERT H. HOTZ Robert H. Hotz	Director	April 1, 2011
/S/ ANTHONY PANTALEONI Anthony Pantaleoni	Director	April 1, 2011
Rick Santorum	Director	
/S/ DANIEL B. SILVERS Daniel B. Silvers	Director	April 1, 2011

Signatures	Title	Date
/S/ STEVE FILTON Steve Filton	Senior Vice President, Chief Financial Officer, Chief Accounting Officer and Secretary (*Principal Financial Officer and Principal Accounting Officer*)	April 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each of the registrants has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on April 1, 2011.

ASSOCIATED CHILD CARE EDUCATIONAL SERVICES, INC.
CCS/LANSING, INC.
CHILDREN'S COMPREHENSIVE SERVICES, INC.
DEL AMO HOSPITAL, INC.
FRONTLINE BEHAVIORAL HEALTH, INC.
MERRIDELL ACHIEVEMENT CENTER, INC.
OAK PLAINS ACADEMY OF TENNESSEE, INC.
PARK HEALTHCARE COMPANY
PENNSYLVANIA CLINICAL SCHOOLS, INC.
RIVER OAKS, INC.
SOUTHEASTERN HOSPITAL CORPORATION
STONINGTON BEHAVIORAL HEALTH, INC.
THE ARBOUR, INC.
THE BRIDGEWAY, INC.
TURNING POINT CARE CENTER, INC.
TWO RIVERS PSYCHIATRIC HOSPITAL, INC.
UHS CHILDREN SERVICES, INC.
UHS OF BENTON, INC.
UHS OF DENVER, INC.
UHS OF FAIRMOUNT, INC.
UHS OF FULLER, INC.
UHS OF GEORGIA, INC.
UHS OF GEORGIA HOLDINGS, INC.
UHS OF GREENVILLE, INC.
UHS OF HAMPTON, INC.
UHS OF HARTGROVE, INC.
UHS OF LAKESIDE, LLC
UHS OF PARKWOOD, INC.
UHS OF PENNSYLVANIA, INC.
UHS OF PROVO CANYON, INC.
UHS OF SPRING MOUNTAIN, INC.
UHS OF TIMBERLAWN, INC.
UHS OF TIMPANOGOS, INC.
UHS OF WESTWOOD PEMBROKE, INC.
UHS OF WYOMING, INC.
UHS SAHARA, INC.
UNITED HEALTHCARE OF HARDIN, INC.

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

FRONTLINE HOSPITAL, LLC
FRONTLINE RESIDENTIAL TREATMENT CENTER, LLC

By: Frontline Behavioral Health, Inc.
Its sole member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

KEYS GROUP HOLDINGS LLC

By: UHS Children Services, Inc.
Its sole member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

KEYSTONE/CCS PARTNERS LLC

By: Children's Comprehensive Services, Inc.
Its Minority Member

By: KEYS Group Holdings LLC
Its Managing Member and sole member of the minority member

By: UHS Children Services, Inc.
Its sole member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

KEYSTONE CONTINUUM, LLC
KEYSTONE NPS LLC
KEYSTONE RICHLAND CENTER, LLC

By: Keystone/CCS Partners LLC
Its managing member

By: Children's Comprehensive Services, Inc.
Its minority member

By: KEYS Group Holdings LLC
Its managing member and sole member of the minority member

By: UHS Children Services, Inc.
Its sole member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

KEYSTONE EDUCATION AND YOUTH SERVICES, LLC

By: KEYS Group Holdings LLC
Its managing member

By: UHS Children Services, Inc.
Its sole member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

UHS OF SAVANNAH, L.L.C.

By: UHS of Georgia Holdings, Inc.
Its sole member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

KEYSTONE MARION, LLC
KEYSTONE MEMPHIS, LLC
KEYSTONE NEWPORT NEWS, LLC
KEYSTONE WSNC, L.L.C.

By: Keystone Education and Youth Services, LLC
Its managing member

By: KEYS Group Holdings LLC
Its managing member

By: UHS Children Services, Inc.
Its sole member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

UHS OF CENTENNIAL PEAKS, L.L.C.

By: UHS of Denver, Inc.
Its sole member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

UHS OF DOYLESTOWN, L.L.C.

By: UHS of Pennsylvania, Inc.
Its sole member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

UHS OF SALT LAKE CITY, L.L.C.

By: UHS of Provo Canyon, Inc.
Its sole member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

UHS OF SUMMITRIDGE, LLC

By: UHS of Peachford, L.P,
Its managing member

By: UHS of Georgia, Inc.
Its general partner

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

UHS OF ANCHOR, L.P.
UHS OF LAUREL HEIGHTS, L.P.
UHS OF PEACHFORD, L.P.

By: UHS of Georgia, Inc.
Its general partner

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

POWER OF ATTORNEY

We, the undersigned officers and directors of ASSOCIATED CHILD CARE EDUCATIONAL SERVICES, INC.; CCS/LANSING, INC.; CHILDREN'S COMPREHENSIVE SERVICES, INC.; DEL AMO HOSPITAL, INC.; FRONTLINE BEHAVIORAL HEALTH, INC.; MERRIDELL ACHIEVEMENT CENTER, INC.; OAK PLAINS ACADEMY OF TENNESSEE, INC.; PARK HEALTHCARE COMPANY; PENNSYLVANIA CLINICAL SCHOOLS, INC.; RIVER OAKS, INC.; SOUTHEASTERN HOSPITAL CORPORATION; STONINGTON BEHAVIORAL HEALTH, INC.; THE ARBOUR, INC.; THE BRIDGEWAY, INC.; TURNING POINT CARE CENTER, INC.; TWO RIVERS PSYCHIATRIC HOSPITAL, INC.; UHS CHILDREN SERVICES, INC.; UHS OF BENTON, INC.; UHS OF DENVER, INC.; UHS OF FAIRMOUNT, INC.; UHS OF FULLER, INC.; UHS OF GEORGIA, INC.; UHS OF GEORGIA HOLDINGS, INC.; UHS OF GREENVILLE, INC.; UHS OF HAMPTON, INC.; UHS OF HARTGROVE, INC.; UHS OF LAKESIDE, LLC; UHS OF PARKWOOD, INC.; UHS OF PENNSYLVANIA, INC.; UHS OF PROVO CANYON, INC.; UHS OF SPRING MOUNTAIN, INC.; UHS OF TIMBERLAWN, INC.; UHS OF TIMPANOGOS, INC.; UHS OF WESTWOOD PEMBROKE, INC.; UHS OF WYOMING, INC.; UHS SAHARA, INC.; UNITED HEALTHCARE OF HARDIN, INC.; Frontline Behavioral Health, Inc., the sole member of FRONTLINE HOSPITAL, LLC and FRONTLINE RESIDENTIAL TREATMENT CENTER, LLC; UHS Children Services, Inc., the sole member of KEYS GROUP HOLDINGS LLC; UHS Children Services, Inc., the sole member of the managing member of KEYSTONE/CCS PARTNERS LLC; UHS Children Services, Inc., the sole member of the managing member of the managing member of KEYSTONE CONTINUUM, LLC; KEYSTONE NPS LLC; and KEYSTONE RICHLAND CENTER, LLC; UHS Children Services, Inc., the sole member of the managing member of KEYSTONE EDUCATION AND YOUTH SERVICES, LLC; UHS Children Services, Inc., the sole member of the managing member of the managing member of KEYSTONE MARION, LLC; KEYSTONE MEMPHIS, LLC; KEYSTONE NEWPORT NEWS, LLC; and KEYSTONE WSNC, L.L.C.; UHS of Denver, Inc., the sole member of UHS OF CENTENNIAL PEAKS, L.L.C.; UHS of Pennsylvania, Inc., the sole member of UHS OF DOYLESTOWN, L.L.C.; UHS of Provo Canyon, Inc., the sole member of UHS OF SALT LAKE CITY, L.L.C.; UHS of Georgia Holdings, Inc., the sole member of UHS OF SAVANNAH, L.L.C.; UHS of Georgia, Inc., the general partner of the managing member of UHS OF SUMMITRIDGE, LLC; and UHS of Georgia, Inc., the general partner of UHS OF ANCHOR, L.P.; UHS OF LAUREL HEIGHTS, L.P. and UHS OF PEACHFORD, L.P. hereby severally constitute and appoint Steve Filton, Cheryl K. Ramagano and George H. Brunner, Jr., and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-on-fact and agents or either of them or their or his or her substitute or substitutes 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.

Name	Title	Date
/S/ ALAN B. MILLER Alan B. Miller	President (Principal Executive Officer), Director	April 1, 2011
/S/ STEVE FILTON Steve Filton	Vice President (Principal Financial and Accounting Officer), Director	April 1, 2011
/S/ DEBRA K. OSTEEN Debra K. Osteen	Director	April 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each of the registrants has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on April 1, 2011.

AIKEN REGIONAL MEDICAL CENTERS, INC.
AUBURN REGIONAL MEDICAL CENTER, INC.
LANCASTER HOSPITAL CORPORATION
MCALLEN MEDICAL CENTER, INC.
MERION BUILDING MANAGEMENT, INC.
NORTHWEST TEXAS HEALTHCARE SYSTEM, INC.
SPARKS FAMILY HOSPITAL, INC.
UHS HOLDING COMPANY, INC.
UHS OF CORNERSTONE, INC.
UHS OF CORNERSTONE HOLDINGS, INC.
UHS OF D.C., INC.
UHS OF DELAWARE, INC.
UHS OF NEW ORLEANS, INC.
UHS OF OKLAHOMA, INC.
UHS OF PUERTO RICO, INC.
UHS OF RIVER PARISHES, INC.
UHS OF TEXOMA, INC.
UHS-CORONA, INC.
UNIVERSAL HEALTH SERVICES OF PALMDALE, INC.
UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC.
VALLEY HOSPITAL MEDICAL CENTER, INC.
WELLINGTON REGIONAL MEDICAL CENTER, INCORPORATED

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

MANATEE MEMORIAL HOSPITAL, L.P.

By: Wellington Regional Medical Center, Incorporated
Its general partner

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

MCALLEN HOSPITALS, L.P.

By: McAllen Medical Center, Inc.
Its general partner

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

PENDLETON METHODIST HOSPITAL, L.L.C.

By: UHS of River Parishes, Inc.
Its managing member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

UHS KENTUCKY HOLDINGS, L.L.C.

By: UHS of Delaware, Inc.
Its managing member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

UHS OKLAHOMA CITY LLC
UHS OF SPRINGWOODS, L.L.C.

By: UHS of New Orleans, Inc.
Its sole member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

FORT DUNCAN MEDICAL CENTER, L.P.

By: Fort Duncan Medical Center, Inc.
Its general partner

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

POWER OF ATTORNEY

We, the undersigned officers and directors of AIKEN REGIONAL MEDICAL CENTERS, INC.; AUBURN REGIONAL MEDICAL CENTER, INC.; LANCASTER HOSPITAL CORPORATION; MCALLEN MEDICAL CENTER, INC.; MERION BUILDING MANAGEMENT, INC.; NORTHWEST TEXAS HEALTHCARE SYSTEM, INC.; SPARKS FAMILY HOSPITAL, INC.; UHS HOLDING COMPANY, INC.; UHS OF CORNERSTONE, INC.; UHS OF CORNERSTONE HOLDINGS, INC.; UHS OF D.C., INC.; UHS OF DELAWARE, INC.; UHS OF NEW ORLEANS, INC.; UHS OF OKLAHOMA, INC.; UHS OF PUERTO RICO, INC.; UHS OF RIVER PARISHES, INC.; UHS OF TEXOMA, INC.; UHS-CORONA, INC.; UNIVERSAL HEALTH SERVICES OF PALMDALE, INC.; UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC.; VALLEY HOSPITAL MEDICAL CENTER, INC.; WELLINGTON REGIONAL MEDICAL CENTER, INCORPORATED; Fort Duncan Medical Center, Inc., the general partner of FORT DUNCAN MEDICAL CENTER, L.P.; McAllen Medical Center, Inc., the general partner of MCALLEN HOSPITALS, L.P.; UHS of Delaware, Inc., the managing member of UHS KENTUCKY HOLDINGS, L.L.C.; UHS of New Orleans, Inc., the sole member of UHS OKLAHOMA CITY LLC and UHS OF SPRINGWOODS, L.L.C.; UHS of River Parishes, Inc., the managing member of PENDLETON METHODIST HOSPITAL, L.L.C.; and Wellington Regional Medical Center, Incorporated, the general partner of MANATEE MEMORIAL HOSPITAL, L.P. hereby severally constitute and appoint Steve Filton, Cheryl K. Ramagano and George H. Brunner, Jr., and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-on-fact and agents or either of them or their or his or her substitute or substitutes 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.

Name	Title	Date
/S/ ALAN B. MILLER Alan B. Miller	President (Principal Executive Officer), Director	April 1, 2011
/S/ STEVE FILTON Steve Filton	Vice President (Principal Accounting and Financial Officer), Director	April 1, 2011
/S/ MARC D. MILLER Marc D. Miller	Vice President, Director	April 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each of the registrants has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on April 1, 2011.

ALLIANCE HEALTH CENTER, INC.
ALTERNATIVE BEHAVIORAL SERVICES, INC.
BENCHMARK BEHAVIORAL HEALTH SYSTEM, INC.
BHC ALHAMBRA HOSPITAL, INC.
BHC BELMONT PINES HOSPITAL, INC.
BHC FAIRFAX HOSPITAL, INC.
BHC FOX RUN HOSPITAL, INC.
BHC FREMONT HOSPITAL, INC.
BHC HEALTH SERVICES OF NEVADA, INC.
BHC HERITAGE OAKS HOSPITAL, INC.
BHC HOLDINGS, INC.
BHC INTERMOUNTAIN HOSPITAL, INC.
BHC MONTEVISTA HOSPITAL, INC.
BHC PINNACLE POINTE HOSPITAL, INC.
BHC SIERRA VISTA HOSPITAL, INC.
BHC STREAMWOOD HOSPITAL, INC.
BRENTWOOD ACQUISITION, INC.
BRENTWOOD ACQUISITION-SHREVEPORT, INC.
BRYNN MARR HOSPITAL, INC.
CANYON RIDGE HOSPITAL, INC.
CEDAR SPRINGS HOSPITAL, INC.
FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH
FIRST HOSPITAL PANAMERICANO, INC.
GREAT PLAINS HOSPITAL, INC.
H. C. CORPORATION
HAVENWYCK HOSPITAL INC.
HHC AUGUSTA, INC.
HHC CONWAY INVESTMENT, INC.
HHC DELAWARE, INC.
HHC FOCUS FLORIDA, INC.
HHC POPLAR SPRINGS, INC.
HHC RIVER PARK, INC.
HHC ST. SIMONS, INC.
HORIZON HEALTH CORPORATION
HSA HILL CREST CORPORATION
KIDS BEHAVIORAL HEALTH OF UTAH, INC.
LAUREL OAKS BEHAVIORAL HEALTH CENTER, INC.
MICHIGAN PSYCHIATRIC SERVICES, INC.
NORTH SPRING BEHAVIORAL HEALTHCARE, INC.
PREMIER BEHAVIORAL SOLUTIONS OF FLORIDA, INC.
PREMIER BEHAVIORAL SOLUTIONS, INC.
PSI SURETY, INC.
PSYCHIATRIC SOLUTIONS, INC.
PSYCHIATRIC SOLUTIONS OF VIRGINIA, INC.
RAMSAY YOUTH SERVICES OF GEORGIA, INC.
RIVEREDGE HOSPITAL HOLDINGS, INC.
SPRINGFIELD HOSPITAL, INC.
SUMMIT OAKS HOSPITAL, INC.
TEXAS HOSPITAL HOLDINGS, INC.
THE PINES RESIDENTIAL TREATMENT CENTER, INC.
WINDMOOR HEALTHCARE INC.
WINDMOOR HEALTHCARE OF PINELLAS PARK, INC.

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

ATLANTIC SHORES HOSPITAL, L.L.C.
EMERALD COAST BEHAVIORAL HOSPITAL, LLC
OCALA BEHAVIORAL HEALTH, LLC
PALMETTO BEHAVIORAL HEALTH HOLDINGS, LLC
RAMSAY MANAGED CARE, LLC
SAMSON PROPERTIES, LLC
TBJ BEHAVIORAL CENTER, LLC
THREE RIVERS HEALTHCARE GROUP, LLC
WEKIVA SPRINGS CENTER, LLC
ZEUS ENDEAVORS, LLC

By: Premier Behavioral
Solutions, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

BEHAVIORAL HEALTHCARE, LLC

By: BHC Holdings, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

BHC MESILLA VALLEY HOSPITAL, LLC
BHC NORTHWEST PSYCHIATRIC HOSPITAL, LLC
CUMBERLAND HOSPITAL PARTNERS, LLC

By: BHC Properties, LLC
Its Sole Member

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

BHC OF INDIANA, GENERAL PARTNERSHIP

By: Columbus Hospital Partners, LLC
Its General Partner

By: Lebanon Hospital Partners, LLC
Its General Partner

By: Northern Indiana Partners, LLC
Its General Partner

By: Valle Vista Hospital Partners, LLC
Its General Partner

By: BHC Healthcare, LLC
The Sole Member of each of the above General Partners

By: BHC Holdings, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

BHC PROPERTIES, LLC
COLUMBUS HOSPITAL PARTNERS, LLC
HOLLY HILL HOSPITAL, LLC
LEBANON HOSPITAL PARTNERS, LLC
NORTHERN INDIANA PARTNERS, LLC
VALLE VISTA HOSPITAL PARTNERS, LLC

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

CUMBERLAND HOSPITAL, LLC

By: Cumberland Hospital Partners, LLC
Its Managing Member

By: BHC Properties, LLC
Its Minority Member and Sole Member of the Managing Member

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

H.C. PARTNERSHIP

By: H.C. Corporation
Its General Partner

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

By: HSA Hill Crest Corporation
Its General Partner

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

HHC PENNSYLVANIA, LLC
KINGWOOD PINES HOSPITAL, LLC
TOLEDO HOLDING CO., LLC

By: Horizon Health Hospital Services, LLC
Its Sole Member

By: Horizon Health Corporation
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

HICKORY TRAIL HOSPITAL, L.P.
NEURO INSTITUTE OF AUSTIN, L.P.
TEXAS CYPRESS CREEK HOSPITAL, L.P.
TEXAS LAUREL RIDGE HOSPITAL, L.P.
TEXAS SAN MARCOS TREATMENT CENTER, L.P.
TEXAS WEST OAKS HOSPITAL, L.P.

By: Texas Hospital Holdings, LLC
Its General Partner

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

HORIZON HEALTH HOSPITAL SERVICES, LLC
HORIZON MENTAL HEALTH MANAGEMENT, LLC
SUNSTONE BEHAVIORAL HEALTH, LLC

By: Horizon Health Corporation
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

KMI ACQUISITION, LLC
ROLLING HILLS HOSPITAL, LLC
PSJ ACQUISITION, LLC
SHADOW MOUNTAIN BEHAVIORAL HEALTH SYSTEM, LLC
TBD ACQUISITION, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

PALMETTO BEHAVIORAL HEALTH SYSTEM, L.L.C.

By: Palmetto Behavioral Health Holdings, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

PALMETTO LOWCOUNTRY BEHAVIORAL HEALTH, L.L.C.

By: Palmetto Behavioral Health System, L.L.C.
Its Sole Member

By: Palmetto Behavioral Health Holdings, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

PSYCHIATRIC SOLUTIONS HOSPITALS, LLC

By: Psychiatric Solutions, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

THREE RIVERS BEHAVIORAL HEALTH, LLC

By: Three Rivers Healthcare Group, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

SHC-KPH, LP

By: HHC Kingwood Investment, LLC
Its General Partner

By: Kingwood Pines Hospital, LLC
Its Limited partner

By: Horizon Health Hospital Services, LLC
The Sole Member of the above Limited and General Partner

By: Horizon Health Corporation
Its sole member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

SP BEHAVIORAL, LLC
UNIVERSITY BEHAVIORAL, LLC

By: Ramsay Managed Care, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

THE NATIONAL DEAF ACADEMY, LLC

By: Zeus Endeavors, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

VALLE VISTA, LLC

By: BHC of Indiana, General Partnership
Its Sole Member

By: Columbus Hospital Partners, LLC
Its General Partner

By: Lebanon Hospital Partners, LLC
Its General Partner

By: Northern Indiana Partners, LLC
Its General Partner

By: Valle Vista Hospital Partners, LLC
Its General Partner

By: Behavioral Healthcare LLC
The Sole Member of each of the above General Partners

By: BHC Holdings, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

WELLSTONE REGIONAL HOSPITAL ACQUISITION, LLC

By: Wellstone Holdings, Inc.
Its Minority Member

By: Behavioral Healthcare LLC
Its Managing Member and Sole Member of the Minority Member

By: BHC Holdings, Inc.
Its Sole Member

BY: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

WILLOW SPRINGS, LLC

By: BHC Health Services of Nevada, Inc.
Its Sole Member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Vice President

POWER OF ATTORNEY

We, the undersigned officers and directors of ALLIANCE HEALTH CENTER, INC.; ALTERNATIVE BEHAVIORAL SERVICES, INC.; BENCHMARK BEHAVIORAL HEALTH SYSTEM, INC.; BHC ALHAMBRA HOSPITAL, INC.; BHC BELMONT PINES HOSPITAL, INC.; BHC FAIRFAX HOSPITAL, INC.; BHC FOX RUN HOSPITAL, INC.; BHC FREMONT HOSPITAL, INC.; BHC HEALTH SERVICES OF NEVADA, INC.; BHC HERITAGE OAKS HOSPITAL, INC.; BHC HOLDINGS, INC.; BHC INTERMOUNTAIN HOSPITAL, INC.; BHC MONTEVISTA HOSPITAL, INC.; BHC PINNACLE POINTE HOSPITAL, INC.; BHC SIERRA VISTA HOSPITAL, INC.; BHC STREAMWOOD HOSPITAL, INC.; BRENTWOOD ACQUISITION, INC.; BRENTWOOD ACQUISITION-SHREVEPORT, INC.; BRYNN MARR HOSPITAL, INC.; CANYON RIDGE HOSPITAL, INC.; CEDAR SPRINGS HOSPITAL, INC.; FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH; FIRST HOSPITAL PANAMERICANO, INC.; GREAT PLAINS HOSPITAL, INC.; H.C. CORPORATION; HAVENWYCK HOSPITAL INC.; HHC AUGUSTA, INC.; HHC CONWAY INVESTMENT, INC.; HHC DELAWARE, INC; HHC FOCUS FLORIDA, INC.; HHC POPLAR SPRINGS, INC.; HHC RIVER PARK, INC.; HHC ST. SIMONS, INC.; HORIZON HEALTH CORPORATION; HSA HILL CREST CORPORATION; KIDS BEHAVIORAL HEALTH OF UTAH, INC.; LAUREL OAKS BEHAVIORAL HEALTH CENTER, INC.; MICHIGAN PSYCHIATRIC SERVICES, INC.; NORTH SPRING BEHAVIORAL HEALTHCARE, INC.; PREMIER BEHAVIORAL SOLUTIONS OF FLORIDA, INC.; PREMIER BEHAVIORAL SOLUTIONS, INC.; PSI SURETY, INC.; PSYCHIATRIC SOLUTIONS, INC.; PSYCHIATRIC SOLUTIONS OF VIRGINIA, INC.; RAMSAY YOUTH SERVICES OF GEORGIA, INC.; RIVEREDGE HOSPITAL HOLDINGS, INC.; SPRINGFIELD HOSPITAL, INC.; SUMMIT OAKS HOSPITAL, INC.; TEXAS HOSPITAL HOLDINGS, INC.; THE PINES RESIDENTIAL TREATMENT CENTER, INC.; WINDMOOR HEALTHCARE INC.; WINDMOOR HEALTHCARE OF PINELLAS PARK, INC.; Premier Behavioral Solutions, Inc., the sole member of ATLANTIC SHORES HOSPITAL, L.L.C.; EMERALD COAST BEHAVIORAL HOSPITAL, LLC, OCALA BEHAVIORAL HEALTH, LLC, PALMETTO BEHAVIORAL HEALTH HOLDINGS, LLC; RAMSAY MANAGED CARE, LLC; SAMSON PROPERTIES, LLC; TBJ BEHAVIORAL CENTER, LLC; THREE RIVERS HEALTHCARE GROUP, LLC; WEKIVA SPRINGS CENTER, LLC and ZEUS ENDEAVORS, LLC; BHC Holdings, Inc., the sole member of BEHAVIORAL HEALTHCARE, LLC; BHC Holdings, Inc., the sole member of the sole member of the sole member of BHC MESILLA VALLEY HOSPITAL, LLC; BHC NORTHWEST PSYCHIATRIC HOSPITAL, LLC and CUMBERLAND HOSPITAL PARTNERS, LLC; BHC Holdings, Inc., the sole member of the sole member of BHC PROPERTIES, LLC; COLUMBUS HOSPITAL PARTNERS, LLC; HOLLY HILL HOSPITAL, LLC; LEBANON HOSPITAL PARTNERS, LLC; NORTHERN INDIANA PARTNERS, LLC and VALLE VISTA HOSPITAL PARTNERS, LLC; BHC Holdings, Inc., the sole member of the sole member of each of the general partners of BHC OF INDIANA, GENERAL PARTNERSHIP; BHC Holdings, Inc., the sole member of the sole member of the sole member of the managing member of CUMBERLAND HOSPITAL, LLC; H.C. Corporation and HSA Hill Crest Corporation, the general partners of H.C. PARTNERSHIP; Horizon Health Corporation, the sole member of the sole member of HHC PENNSYLVANIA, LLC, KINGWOOD PINES HOSPITAL, LLC and TOLEDO HOLDING CO., LLC; Psychiatric Solutions, Inc., the sole member of the sole member of the general partner of HICKORY TRAIL HOSPITAL, L.P.; NEURO INSTITUTE OF AUSTIN, L.P.; TEXAS CYPRESS CREEK HOSPITAL, L.P.; TEXAS LAUREL RIDGE HOSPITAL, L.P.; TEXAS SAN MARCOS TREATMENT CENTER, L.P. and TEXAS WEST OAKS HOSPITAL, L.P.; Horizon Health Corporation, the sole member of HORIZON HEALTH HOSPITAL SERVICES, LLC; HORIZON MENTAL HEALTH MANAGEMENT, LLC and SUNSTONE BEHAVIORAL HEALTH, LLC; Psychiatric Solutions, Inc., the sole member of the sole member of KMI ACQUISITION, LLC; ROLLING HILLS HOSPITAL, LLC; PSJ ACQUISITION, LLC; SHADOW MOUNTAIN BEHAVIORAL HEALTH SYSTEM, LLC and TBD ACQUISITION, LLC; Premier Behavioral Solutions, Inc., the sole member of the sole member of PALMETTO BEHAVIORAL HEALTH SYSTEM, L.L.C.; Premier Behavioral Solutions, Inc., the sole member of the sole member of the sole member of PALMETTO LOWCOUNTRY BEHAVIORAL HEALTH, L.L.C.; Psychiatric Solutions, Inc., the sole member of PSYCHIATRIC SOLUTIONS HOSPITALS, LLC; Horizon Health Corporation, the sole member of the general partner of SHC-KPH, LP; Premier Behavioral Solutions, Inc., the sole member of the sole member of SP BEHAVIORAL, LLC and UNIVERSITY BEHAVIORAL, LLC; Premier

Behavioral Solutions, Inc., the sole member of the sole member of THE NATIONAL DEAF ACADEMY, LLC; Premier Behavioral Solutions, Inc., the sole member of the sole member of THREE RIVERS BEHAVIORAL HEALTH, LLC; BHC Holdings, Inc., the sole member of the sole member of each of the general partners of the sole member of VALLE VISTA, LLC; BHC Holdings, Inc., the sole member of the managing member of WELLSTONE REGIONAL HOSPITAL ACQUISITION, LLC; and BHC Health Services of Nevada, Inc., the sole member of WILLOW SPRINGS, LLC hereby severally constitute and appoint Steve Filton, Cheryl K. Ramagano and George H. Brunner, Jr., and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-on-fact and agents or either of them or their or his or her substitute or substitutes 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.

Name	Title	Date
/S/ DEBRA K. OSTEEN Debra K. Osteen	President (Principal Executive Officer), Director	April 1, 2011
/S/ STEVE FILTON Steve Filton	Vice President (Principal Financial and Accounting Officer), Director	April 1, 2011
/S/ LARRY HARROD Larry Harrod	Vice President, Director	April 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each of the registrants has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on April 1, 2011.

LA AMISTAD RESIDENTIAL TREATMENT CENTER, LLC
TENNESSEE CLINICAL SCHOOLS, LLC
UHS OF BOWLING GREEN, LLC
UHS OF RIDGE, LLC
UHS OF ROCKFORD, LLC

By: Universal Health Services, Inc.
Its managing member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Senior Vice President

UHS OF DOVER, L.L.C.

By: UHS of Rockford, LLC
Its sole member

By: Universal Health Services, Inc.
Its managing member

By: /S/ STEVE FILTON
Name: Steve Filton
Title: Senior Vice President

POWER OF ATTORNEY

We, the undersigned officers and directors of Universal Health Services, Inc., the managing member of the sole member of UHS OF DOVER, L.L.C. and Universal Health Services, Inc., the managing member of LA AMISTAD RESIDENTIAL TREATMENT CENTER, LLC; TENNESSEE CLINICAL SCHOOLS, LLC; UHS OF BOWLING GREEN, LLC; UHS OF RIDGE, LLC AND UHS OF ROCKFORD, LLC hereby severally constitute and appoint Steve Filton, Cheryl K. Ramagano and George H. Brunner, Jr., and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-on-fact and agents or either of them or their or his or her substitute or substitutes 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.

Name	Title	Date
/S/ ALAN B. MILLER Alan B. Miller	Chairman (Principal Executive Officer), Director	April 1, 2011
/S/ STEVE FILTON Steve Filton	Secretary, Chief Financial Officer, Senior Vice President (Principal Accounting and Financial Officer), Director	April 1, 2011
/S/ MARC D. MILLER Marc D. Miller	President, Director	April 1, 2011
Rick Santorum	Director	
/S/ LEATRICE DUCAT Leatrice Ducat	Director	April 1, 2011
/S/ JOHN H. HERRELL John H. Herrell	Director	April 1, 2011
/S/ ROBERT H. HOTZ Robert H. Hotz	Director	April 1, 2011
/S/ ANTHONY PANTALEONI Anthony Pantaleoni	Director	April 1, 2011
/S/ DANIEL B. SILVERS Daniel B. Silvers	Director	April 1, 2011

INDEX TO EXHIBITS

Exhibit No.	Description
3.1	Restated Certificate of Incorporation of Universal Health Services, Inc., and amendments thereto, previously filed as Exhibit 3.1 to UHS's Quarterly Report on Form 10-Q for the quarter ended June 30, 1997, are incorporated herein by reference.
3.2	Bylaws of Universal Health Services, Inc., as amended, previously filed as Exhibit 3.2 to UHS's Annual Report on Form 10-K for the year ended December 31, 1987, is incorporated herein by reference.
3.3	Amendment to the Restated Certificate of Incorporation of Universal Health Services, Inc., previously filed as Exhibit 3.1 to UHS's Current Report on Form 8-K dated July 3, 2001, is incorporated herein by reference.
3.4	Aiken Regional Medical Centers, Inc. Articles of Incorporation.
3.5	Bylaws of Aiken Regional Medical Centers, Inc.
3.6	Alliance Health Center, Inc. Articles of Incorporation and amendments thereto.
3.7	Amended and Restated Bylaws of Alliance Health Center, Inc.
3.8	Alternative Behavioral Services, Inc. Articles of Incorporation and amendments thereto.
3.9	Amended and Restated Bylaws of Alternative Behavioral Services, Inc.
3.10	Associated Child Care Educational Services Inc. Articles of Incorporation and amendments thereto.
3.11	Amended and Restated Bylaws of Associated Child Care Educational Services Inc.
3.12	Atlantic Shores Hospital, LLC Certificate of Formation and amendment thereto.
3.13	Atlantic Shores Hospital, LLC Amended and Restated Operating Agreement.
3.14	Auburn Regional Medical Center, Inc. Articles of Incorporation and amendments thereto.
3.15	Bylaws of Auburn Regional Medical Center, Inc.
3.16	Behavioral Healthcare LLC Certificate of Formation and amendments thereto.
3.17	Behavioral Healthcare LLC Amended and Restated Operating Agreement.
3.18	Benchmark Behavioral Health System, Inc. Articles of Incorporation and amendments thereto.
3.19	Amended and Restated Bylaws of Benchmark Behavioral Health System, Inc.
3.20	BHC Alhambra Hospital, Inc. Charter.
3.21	Amended and Restated Bylaws of BHC Alhambra Hospital, Inc.
3.22	BHC Belmont Pines Hospital, Inc. Charter.
3.23	Amended and Restated Bylaws of BHC Belmont Pines Hospital, Inc.
3.24	BHC Fairfax Hospital, Inc. Charter.
3.25	Amended and Restated Bylaws of BHC Fairfax Hospital, Inc.
3.26	BHC Fox Run Hospital, Inc. Charter.
3.27	Amended and Restated Bylaws of BHC Fox Run Hospital, Inc.
3.28	BHC Fremont Hospital, Inc. Charter.

Exhibit No.	Description
3.29	Amended and Restated Bylaws of BHC Fremont Hospital, Inc.
3.30	BHC Health Services of Nevada, Inc. Articles of Incorporation.
3.31	Amended and Restated Bylaws of BHC Health Services of Nevada, Inc.
3.32	BHC Heritage Oaks Hospital, Inc. Charter.
3.33	Amended and Restated Bylaws of BHC Heritage Oaks Hospital, Inc.
3.34	BHC Holdings, Inc. Certificate of Incorporation and amendments thereto.
3.35	Amended and Restated Bylaws of BHC Holdings, Inc.
3.36	BHC Intermountain Hospital, Inc. Charter.
3.37	Amended and Restated Bylaws of BHC Intermountain Hospital, Inc.
3.38	BHC Mesilla Valley Hospital, LLC Certificate of Formation and amendments thereto.
3.39	BHC Mesilla Valley Hospital, LLC Amended and Restated Operating Agreement.
3.40	BHC Montevista Hospital, Inc. Articles of Incorporation and amendments thereto.
3.41	Amended and Restated Bylaws of BHC Montevista Hospital, Inc.
3.42	BHC Northwest Psychiatric Hospital, LLC Certificate of Formation and amendments thereto.
3.43	BHC Northwest Psychiatric Hospital, LLC Amended and Restated Operating Agreement.
3.44	BHC of Indiana, General Partnership Amended and Restated Agreement of General Partnership
3.45	BHC Pinnacle Pointe Hospital, Inc. Charter.
3.46	Amended and Restated Bylaws of BHC Pinnacle Pointe Hospital, Inc.
3.47	BHC Properties, LLC Certificate of Formation.
3.48	BHC Properties, LLC Amended and Restated Operating Agreement.
3.49	BHC Sierra Vista Hospital, Inc. Charter.
3.50	Amended and Restated Bylaws of BHC Sierra Vista Hospital, Inc.
3.51	BHC Streamwood Hospital, Inc. Charter.
3.52	Amended and Restated Bylaws of BHC Streamwood Hospital, Inc.
3.53	Brentwood Acquisition, Inc. Charter.
3.54	Amended and Restated Bylaws of Brentwood Acquisition, Inc.
3.55	Brentwood Acquisition-Shreveport, Inc. Certificate of Incorporation and amendments thereto.
3.56	Amended and Restated Bylaws of Brentwood Acquisition - Shreveport, Inc.
3.57	Brynn Marr Hospital, Inc. Articles of Incorporation and amendments thereto.
3.58	Amended and Restated Bylaws of Brynn Marr Hospital, Inc.
3.59	Canyon Ridge Hospital, Inc. Articles of Incorporation.
3.60	Amended and Restated Bylaws of Canyon Ridge Hospital, Inc.
3.61	CCS/Lansing, Inc. Articles of Incorporation.
3.62	Amended and Restated Bylaws of CCS/Lansing, Inc.

Exhibit No.	Description
3.63	Cedar Springs Hospital, Inc. Certificate of Incorporation and amendment thereto.
3.64	Amended and Restated Bylaws of Cedar Springs Hospital, Inc.
3.65	Children's Comprehensive Services, Inc. Restated Charter and amendments thereto.
3.66	Bylaws of Children's Comprehensive Services, Inc.
3.67	Columbus Hospital Partners, LLC Certificate of Formation.
3.68	Columbus Hospital Partners, LLC Amended and Restated Operating Agreement.
3.69	Cumberland Hospital Partners, LLC Certificate of Formation and amendments thereto.
3.70	Cumberland Hospital Partners, LLC Amended and Restated Operating Agreement.
3.71	Cumberland Hospital, LLC Articles of Organization and amendments thereto.
3.72	Cumberland Hospital, LLC Amended and Restated Operating Agreement.
3.73	Del Amo Hospital, Inc. Articles of Incorporation.
3.74	Amended and Restated Bylaws of Del Amo Hospital, Inc.
3.75	Emerald Coast Behavioral Hospital, LLC Certificate of Formation.
3.76	Emerald Coast Behavioral Hospital, LLC Amended and Restated Operating Agreement.
3.77	First Hospital Corporation of Virginia Beach Articles of Incorporation and amendments thereto.
3.78	Amended and Restated Bylaws of First Hospital Corporation of Virginia Beach
3.79	First Hospital Panamericano, Inc. Certificate of Incorporation and amendments thereto.
3.80	Amended and Restated Bylaws of First Hospital Panamericano, Inc.
3.81	Fort Duncan Medical Center, L.P. Certificate of Limited Partnership.
3.82	Agreement of Limited Partnership of Fort Duncan Medical Center, L.P.
3.83	Frontline Behavioral Health, Inc. Certificate of Incorporation and amendments thereto.
3.84	Bylaws of Frontline Behavioral Health, Inc.
3.85	Frontline Hospital, LLC Amended and Restated Certificate of Formation.
3.86	Frontline Hospital, LLC Amended and Restated Operating Agreement.
3.87	Frontline Residential Treatment Center, LLC Amended and Restated Certificate of Formation.
3.88	Frontline Residential Treatment Center, LLC Amended and Restated Operating Agreement.
3.89	Great Plains Hospital, Inc. Articles of Incorporation.
3.90	Amended and Restated Bylaws of Great Plains Hospital, Inc.
3.91	H.C. Corporation Articles of Incorporation.
3.92	Amended and Restated Bylaws of H.C. Corporation.
3.93	Agreement of General Partnership. of H.C. Partnership.
3.94	Havenwyck Hospital Inc. Articles of Incorporation and amendments thereto.
3.95	Amended and Restated Bylaws of Havenwyck Hospital Inc.
3.96	HHC Augusta, Inc. Articles of Incorporation.

Exhibit No.	Description
3.97	Amended and Restated Bylaws of HHC Augusta, Inc.
3.98	HHC Conway Investment, Inc. Articles of Incorporation.
3.99	Amended and Restated Bylaws of HHC Conway Investment, Inc.
3.100	HHC Delaware, Inc. Certificate of Incorporation.
3.101	Amended and Restated Bylaws of HHC Delaware, Inc.
3.102	HHC Focus Florida, Inc. Articles of Incorporation and amendments thereto.
3.103	Amended and Restated Bylaws of HHC Focus Florida, Inc.
3.104	HHC Pennsylvania, LLC Certificate of Formation.
3.105	HHC Pennsylvania, LLC Amended and Restated Operating Agreement.
3.106	HHC Poplar Springs, Inc. Articles of Incorporation.
3.107	Amended and Restated Bylaws of HHC Poplar Springs, Inc.
3.108	HHC River Park, Inc. Articles of Incorporation.
3.109	Amended and Restated Bylaws of HHC River Park, Inc.
3.110	HHC St. Simons, Inc. Articles of Incorporation.
3.111	Amended and Restated Bylaws of HHC St. Simons, Inc.
3.112	Hickory Trail Hospital, L.P. Certificate of Limited Partnership.
3.113	Amended and Restated Agreement of Limited Partnership of Hickory Trail Hospital, L.P.
3.114	Holly Hill Hospital, LLC Certificate of Formation.
3.115	Holly Hill Hospital, LLC Amended and Restated Operating Agreement.
3.116	Horizon Health Corporation Amended and Restated Certificate of Incorporation.
3.117	Amended and Restated Bylaws of Horizon Health Corporation.
3.118	Horizon Health Hospital Services, LLC Certificate of Formation.
3.119	Horizon Health Hospital Services, LLC Amended and Restated Operating Agreement.
3.120	Horizon Mental Health Management, LLC Certificate of Formation.
3.121	Horizon Mental Health Management, LLC Amended and Restated Operating Agreement.
3.122	HSA Hill Crest Corporation Articles of Incorporation and amendments thereto.
3.123	Amended and Restated Bylaws of HSA Hill Crest Corporation.
3.124	Keys Group Holdings LLC Certificate of Formation and amendments thereto.
3.125	Keys Group Holdings LLC Amended and Restated Operating Agreement.
3.126	Keystone Continuum, LLC Articles of Organization.
3.127	Keystone Continuum, LLC Amended and Restated Operating Agreement.
3.128	Keystone Education and Youth Services, LLC Articles of Organization and amendments thereto.
3.129	Keystone Education and Youth Services, LLC Amended and Restated Operating Agreement.
3.130	Keystone Marion, LLC Articles of Organization.

Exhibit No.	Description
3.131	Keystone Marion, LLC Amended and Restated Operating Agreement.
3.132	Keystone Newport News, LLC Articles of Organization.
3.133	Keystone Newport News, LLC Amended and Restated Operating Agreement.
3.134	Keystone NPS LLC Articles of Organization and amendments.
3.135	Keystone NPS LLC Amended and Restated Operating Agreement.
3.136	Keystone Richland Center, LLC Articles of Organization.
3.137	Keystone Richland Center, LLC Amended and Restated Operating Agreement.
3.138	Keystone WSNC, L.L.C. Articles of Organization.
3.139	Keystone WSNC, L.L.C. Amended and Restated Operating Agreement.
3.140	Keystone Memphis, LLC Articles of Organization.
3.141	Keystone Memphis, LLC Amended and Restated Operating Agreement.
3.142	Keystone / CCS Partners LLC Certificate of Formation and amendments thereto.
3.143	Keystone / CCS Partners LLC Amended and Restated Operating Agreement.
3.144	Kids Behavioral Health of Utah, Inc. Articles of Incorporation and amendments thereto.
3.145	Amended and Restated Bylaws of Kids Behavioral Health of Utah, Inc.
3.146	Kingwood Pines Hospital, LLC Articles of Incorporation and amendments thereto.
3.147	Kingwood Pines Hospital, LLC Amended and Restated Operating Agreement.
3.148	KMI Acquisition, LLC Certificate of Formation.
3.149	KMI Acquisition, LLC Amended and Restated Operating Agreement.
3.150*	La Amistad Residential Treatment Center, LLC Articles of Organization.
3.151*	La Amistad Residential Treatment Center, LLC Amended and Restated Operating Agreement.
3.152*	Lancaster Hospital Corporation Articles of Incorporation.
3.153*	Bylaws of Lancaster Hospital Corporation.
3.154*	Laurel Oaks Behavioral Health Center, Inc. Certificate of Incorporation and amendments thereto.
3.155*	Amended and Restated Bylaws of Laurel Oaks Behavioral Health Center, Inc.
3.156*	Lebanon Hospital Partners, LLC Certificate of Formation.
3.157*	Lebanon Hospital Partners, LLC Amended and Restated Operating Agreement.
3.158*	Manatee Memorial Hospital, L.P. Certificate of Limited Partnership and amendments thereto.
3.159*	Agreement of Limited Partnership of Manatee Memorial Hospital, L.P.
3.160*	McAllen Hospitals, L.P. Certificate of Limited Partnership and amendments thereto.
3.161*	Agreement of Limited Partnership and amendments thereto of McAllen Hospitals, L.P.
3.162*	McAllen Medical Center, Inc. Certificate of Incorporation and amendments thereto.
3.163*	Bylaws of McAllen Medical Center, Inc.
3.164*	Merion Building Management, Inc. Certificate of Incorporation and amendments thereto.

Exhibit No.	Description
3.165*	Bylaws of Merion Building Management, Inc.
3.166*	Merridell Achievement Center, Inc. Articles of Incorporation and amendments thereto.
3.167*	Amended and Restated Bylaws of Merridell Achievement Center, Inc.
3.168*	Michigan Psychiatric Services, Inc. Articles of Incorporation and amendments thereto.
3.169*	Amended and Restated Bylaws of Michigan Psychiatric Services, Inc.
3.170*	Neuro Institute of Austin, L.P. Certificate of Limited Partnership and amendments thereto.
3.171*	Amended and Restated Agreement of Limited Partnership of Neuro Institute of Austin, L.P.
3.172*	North Spring Behavioral Healthcare, Inc. Charter and amendments thereto.
3.173*	Amended and Restated Bylaws of North Spring Behavioral Healthcare, Inc.
3.174*	Northern Indiana Partners, LLC Certificate of Formation.
3.175*	Northern Indiana Partners, LLC Amended and Restated Operating Agreement.
3.176*	Northwest Texas Healthcare System, Inc. Articles of Incorporation and amendments thereto.
3.177*	Bylaws of Northwest Texas Healthcare System, Inc.
3.178*	Oak Plains Academy of Tennessee, Inc. Charter and amendments thereto.
3.179*	Amended and Restated Bylaws of Oak Plains Academy of Tennessee, Inc.
3.180*	Ocala Behavioral Health, LLC Certificate of Formation and amendments thereto.
3.181*	Ocala Behavioral Health, LLC Amended and Restated Operating Agreement.
3.182*	Palmetto Behavioral Health Holdings, LLC Certificate of Formation and amendments thereto.
3.183*	Palmetto Behavioral Health Holdings, LLC Amended and Restated Operating Agreement.
3.184*	Palmetto Behavioral Health System, L.L.C. Articles of Organization.
3.185*	Palmetto Behavioral Health System, L.L.C. Amended and Restated Operating Agreement.
3.186*	Palmetto Lowcountry Behavioral Health, L.L.C. Articles of Organization.
3.187*	Palmetto Lowcountry Behavioral Health, L.L.C. Amended and Restated Operating Agreement.
3.188*	Park Healthcare Company Charter and amendments thereto.
3.189*	Bylaws of Park Healthcare Company.
3.190*	Pendleton Methodist Hospital, L.L.C. Certificate of Formation.
3.191*	Pendleton Methodist Hospital, L.L.C. Operating Agreement and amendments thereto.
3.192*	Pennsylvania Clinical Schools, Inc. Articles of Incorporation.
3.193*	Amended and Restated Bylaws of Pennsylvania Clinical Schools, Inc.
3.194*	Premier Behavioral Solutions of Florida, Inc. Certificate of Incorporation and amendments thereto.
3.195*	Amended and Restated Bylaws of Premier Behavioral Solutions of Florida, Inc.
3.196*	Premier Behavioral Solutions, Inc. Restated Certificate of Incorporation and amendments thereto.
3.197*	Amended and Restated Bylaws of Premier Behavioral Solutions, Inc.
3.198*	PSI Surety, Inc. Articles of Domestication.

Exhibit No.	Description
3.199*	Amended and Restated Bylaws of PSI Surety, Inc.
3.200*	PSJ Acquisition, LLC Articles of Organization.
3.201*	PSJ Acquisition, LLC Amended and Restated Operating Agreement.
3.202*	Psychiatric Solutions Hospitals, LLC Certificate of Formation and amendments thereto.
3.203*	Psychiatric Solutions Hospitals, LLC Amended and Restated Operating Agreement.
3.204*	Psychiatric Solutions of Virginia, Inc. Certificate of Incorporation and amendments thereto.
3.205*	Amended and Restated Bylaws of Psychiatric Solutions of Virginia, Inc.
3.206*	Psychiatric Solutions, Inc. Amended and Restated Certificate of Incorporation and amendments thereto
3.207*	Amended and Restated Bylaws of Psychiatric Solutions, Inc.
3.208*	Ramsay Managed Care, LLC Certificate of Formation.
3.209*	Ramsay Managed Care, LLC Amended and Restated Operating Agreement.
3.210*	Ramsay Youth Services of Georgia, Inc. Certificate of Incorporation.
3.211*	Amended and Restated Bylaws of Ramsay Youth Services of Georgia, Inc.
3.212*	River Oaks, Inc. Restatement of Restated Articles of Incorporation and amendments thereto.
3.213*	Amended and Restated Bylaws of River Oaks, Inc.
3.214*	Riveredge Hospital Holdings, Inc. Certificate of Incorporation and amendments thereto.
3.215*	Amended and Restated Bylaws of Riveredge Hospital Holdings, Inc.
3.216*	Rolling Hills Hospital, LLC Articles of Organization.
3.217*	Rolling Hills Hospital, LLC Amended and Restated Operating Agreement.
3.218*	Samson Properties, LLC Articles of Organization.
3.219*	Samson Properties, LLC Amended and Restated Operating Agreement.
3.220*	Shadow Mountain Behavioral Health System, LLC Certificate of Formation and amendments thereto.
3.221*	Shadow Mountain Behavioral Health System, LLC Amended and Restated Operating Agreement.
3.222*	SHC-KPH, LP Certificate of Limited Partnership and amendments thereto.
3.223*	SHC-KPH, LP Amended and Restated Agreement of Limited Partnership.
3.224*	Southeastern Hospital Corporation Charter.
3.225*	Bylaws of Southeastern Hospital Corporation
3.226*	SP Behavioral, LLC Articles of Organization.
3.227*	SP Behavioral, LLC Amended and Restated Operating Agreement.
3.228*	Sparks Family Hospital, Inc. Articles of Incorporation and amendments thereto.
3.229*	Bylaws of Sparks Family Hospital, Inc.
3.230*	Springfield Hospital, Inc. Certificate of Incorporation.

Exhibit No.	Description
3.231*	Amended and Restated Bylaws of Springfield Hospital, Inc.
3.232*	Stonington Behavioral Health, Inc. Certificate of Incorporation.
3.233*	Amended and Restated Bylaws of Stonington Behavioral Health, Inc.
3.234*	Summit Oaks Hospital, Inc. Certificate of Incorporation and amendments thereto.
3.235*	Amended and Restated Bylaws of Summit Oaks Hospital, Inc.
3.236*	Sunstone Behavioral Health, LLC Certificate of Formation.
3.237*	Sunstone Behavioral Health, LLC Amended and Restated Operating Agreement.
3.238*	TBD Acquisition, LLC Certificate of Formation and amendments thereto.
3.239*	TBD Acquisition, LLC Amended and Restated Operating Agreement.
3.240*	TBJ Behavioral Center, LLC Certificate of Formation and amendments thereto.
3.241*	TBJ Behavioral Center, LLC Amended and Restated Operating Agreement.
3.242*	Tennessee Clinical Schools, LLC Articles of Organization.
3.243*	Tennessee Clinical Schools, LLC Amended and Restated Operating Agreement.
3.244*	Texas Cypress Creek Hospital, L.P. Certificate of Limited Partnership and amendments thereto.
3.245*	Amended and Restated Agreement of Limited Partnership of Texas Cypress Creek Hospital, L.P.
3.246*	Texas Hospital Holdings, Inc. Certificate of Incorporation and amendments thereto.
3.247*	Texas Hospital Holdings, Inc. Amended and Restated Bylaws.
3.248*	Texas Laurel Ridge Hospital, L.P. Certificate of Limited Partnership.
3.249*	Amended and Restated Agreement of Limited Partnership of Texas Laurel Ridge Hospital, L.P.
3.250*	Texas San Marcos Treatment Center, L.P. Certificate of Limited Partnership.
3.251*	Amended and Restated Agreement of Limited Partnership of Texas San Marcos Treatment Center, L.P.
3.252*	Texas West Oaks Hospital, L.P. Certificate of Limited Partnership and amendments thereto.
3.253*	Amended and Restated Agreement of Limited Partnership of Texas West Oaks Hospital, L.P.
3.254*	The Arbour, Inc. Articles of Organization and amendments thereto.
3.255*	Amended and Restated Bylaws of The Arbour, Inc.
3.256*	The Bridgeway, Inc. Articles of Incorporation and amendments thereto.
3.257*	Amended and Restated Bylaws of The Bridgeway, Inc.
3.258*	The National Deaf Academy, LLC Articles of Organization and amendments thereto.
3.259*	The National Deaf Academy, LLC Amended and Restated Operating Agreement.
3.260*	The Pines Residential Treatment Center, Inc. Articles of Incorporation and amendments thereto.
3.261*	Amended and Restated Bylaws of The Pines Residential Treatment Center, Inc.
3.262*	Three Rivers Behavioral Health, LLC Restated Articles of Organization.
3.263*	Three Rivers Behavioral Health, LLC Amended and Restated Operating Agreement.

Exhibit No.	Description
3.264*	Three Rivers Healthcare Group, LLC Restated Articles of Organization.
3.265*	Three Rivers Healthcare Group, LLC Amended and Restated Operating Agreement.
3.266*	Toledo Holding Co., LLC Certificate of Formation.
3.267*	Toledo Holding Co., LLC Amended and Restated Operating Agreement.
3.268*	Turning Point Care Center, Inc. Articles of Incorporation and amendments thereto.
3.269*	Amended and Restated Bylaws of Turning Point Care Center, Inc.
3.270*	Two Rivers Psychiatric Hospital, Inc. Certificate of Incorporation and amendments thereto.
3.271*	Amended and Restated Bylaws of Two Rivers Psychiatric Hospital, Inc.
3.272*	UHS Children Services, Inc. Certificate of Incorporation.
3.273*	Bylaws of UHS Children Services, Inc.
3.274*	UHS Holding Company, Inc. Articles of Incorporation.
3.275*	Bylaws of UHS Holding Company, Inc.
3.276*	UHS Kentucky Holdings, L.L.C. Certificate of Formation and amendments thereto.
3.277*	UHS Kentucky Holdings, L.L.C. Amended and Restated Operating Agreement.
3.278*	UHS of Anchor, L.P. Certificate of Limited Partnership and amendments thereto.
3.279*	Agreement of Limited Partnership of UHS of Anchor, L.P.
3.280*	UHS of Benton, Inc. Certificate of Incorporation.
3.281*	Amended and Restated Bylaws of UHS of Benton, Inc.
3.282*	UHS of Bowling Green, LLC Certificate of Formation and amendments thereto.
3.283*	UHS of Bowling Green, LLC Amended and Restated Operating Agreement.
3.284*	UHS of Centennial Peaks, L.L.C. Certificate of Formation.
3.285*	UHS of Centennial Peaks, L.L.C. Amended and Restated Operating Agreement.
3.286*	UHS of Cornerstone Holdings, Inc. Certificate of Incorporation.
3.287*	UHS of Cornerstone Holdings, Inc. Bylaws
3.288*	UHS of Cornerstone, Inc. Certificate of Incorporation.
3.289*	UHS of Cornerstone, Inc. Bylaws
3.290*	UHS of D.C., Inc. Certificate of Incorporation.
3.291*	Bylaws of UHS of D.C., Inc.
3.292*	UHS of Delaware, Inc. Certificate of Incorporation and amendments thereto.
3.293*	Bylaws of UHS of Delaware, Inc.
3.294*	UHS of Denver, Inc. Certificate of Incorporation.
3.295*	Amended and Restated Bylaws of UHS of Denver, Inc.
3.296*	UHS of Dover, L.L.C. Certificate of Formation.
3.297*	UHS of Dover, L.L.C. Amended and Restated Operating Agreement.

Exhibit No.	Description
3.298*	UHS of Doylestown, L.L.C. Certificate of Formation.
3.299*	UHS of Doylestown, L.L.C. Amended and Restated Operating Agreement.
3.300*	UHS of Fairmount, Inc. Certificate of Incorporation.
3.301*	Amended and Restated Bylaws of UHS of Fairmount, Inc.
3.302*	UHS of Fuller, Inc. Articles of Organization.
3.303*	Amended and Restated Bylaws of UHS of Fuller, Inc.
3.304*	UHS of Georgia Holdings, Inc. Certificate of Incorporation.
3.305*	Bylaws of UHS of Georgia Holdings, Inc.
3.306*	UHS of Georgia, Inc. Certificate of Incorporation.
3.307*	Bylaws of UHS of Georgia, Inc.
3.308*	UHS of Greenville, Inc. Certificate of Incorporation.
3.309*	Amended and Restated Bylaws of UHS of Greenville, Inc.
3.310*	UHS of Hampton, Inc. Certificate of Incorporation.
3.311*	Amended and Restated Bylaws of UHS of Hampton, Inc.
3.312*	UHS of Hartgrove, Inc. Articles of Incorporation.
3.313*	Amended and Restated Bylaws of UHS of Hartgrove, Inc.
3.314*	UHS of Lakeside, LLC Certificate of Formation.
3.315*	UHS of Lakeside, LLC Amended and Restated Operating Agreement.
3.316*	UHS of Laurel Heights, L.P. Certificate of Limited Partnership.
3.317*	Agreement of Limited Partnership of UHS of Laurel Heights, L.P.
3.318*	UHS of New Orleans, Inc. Articles of Incorporation.
3.319*	Bylaws of UHS of New Orleans, Inc.
3.320*	UHS of Oklahoma, Inc. Certificate of Incorporation and amendments thereto.
3.321*	Bylaws of UHS of Oklahoma, Inc.
3.322*	UHS of Parkwood, Inc. Certificate of Incorporation.
3.323*	Amended and Restated Bylaws of UHS of Parkwood, Inc.
3.324*	UHS of Peachford, L.P. Certificate of Limited Partnership.
3.325*	Agreement of Limited Partnership of UHS of Peachford, L.P.
3.326*	UHS of Pennsylvania, Inc. Articles of Incorporation.
3.327*	Amended and Restated Bylaws of UHS of Pennsylvania, Inc.
3.328*	UHS of Provo Canyon, Inc. Certificate of Incorporation and amendments thereto.
3.329*	Amended and Restated Bylaws of UHS of Provo Canyon, Inc.
3.330*	UHS of Puerto Rico, Inc. Certificate of Incorporation and amendments thereto.
3.331*	Amended and Restated Bylaws of UHS of Puerto Rico, Inc.

Exhibit No.	Description
3.332*	UHS of Ridge, LLC Certificate of Formation.
3.333*	UHS of Ridge, LLC Amended and Restated Operating Agreement.
3.334*	UHS of River Parishes, Inc. Articles of Incorporation and amendments thereto.
3.335*	Bylaws of UHS of River Parishes, Inc.
3.336*	UHS of Rockford, LLC Certificate of Formation.
3.337*	UHS of Rockford, LLC Amended and Restated Operating Agreement.
3.338*	UHS of Salt Lake City, L.L.C. Certificate of Formation.
3.339*	UHS of Salt Lake City, L.L.C. Amended and Restated Operating Agreement.
3.340*	UHS of Savannah, L.L.C. Certificate of Formation.
3.341*	UHS of Savannah, L.L.C. Amended and Restated Operating Agreement.
3.342*	UHS of Spring Mountain, Inc. Certificate of Incorporation.
3.343*	Amended and Restated Bylaws of UHS of Spring Mountain, Inc.
3.344*	UHS of Springwoods, L.L.C. Certificate of Formation.
3.345*	UHS of Springwoods, L.L.C. Amended and Restated Operating Agreement.
3.346*	UHS of Summitridge, L.L.C. Certificate of Formation.
3.347*	UHS of Summitridge, L.L.C. Amended and Restated Operating Agreement.
3.348*	UHS of Texoma, Inc. Certificate of Incorporation.
3.349*	Bylaws of UHS of Texoma, Inc.
3.350*	UHS of Timberlawn, Inc. Articles of Incorporation and amendments thereto.
3.351*	Amended and Restated Bylaws of UHS of Timberlawn, Inc.
3.352*	UHS of Timpanogos, Inc. Certificate of Incorporation.
3.353*	Amended and Restated Bylaws of UHS of Timpanogos, Inc.
3.354*	UHS of Westwood Pembroke, Inc. Articles of Organization and amendments thereto.
3.355*	Amended and Restated Bylaws of UHS of Westwood Pembroke, Inc.
3.356*	UHS of Wyoming, Inc. Certificate of Incorporation.
3.357*	Amended and Restated Bylaws of UHS of Wyoming, Inc.
3.358*	UHS of Oklahoma City LLC Articles of Organization and amendments thereto.
3.359*	UHS of Oklahoma City LLC Operating Agreement.
3.360*	UHS Sahara, Inc. Certificate of Incorporation.
3.361*	Amended and Restated Bylaws of UHS Sahara, Inc.
3.362*	UHS-Corona, Inc. Certificate of Incorporation and amendments thereto.
3.363*	Bylaws of UHS-Corona, Inc.
3.364*	United Healthcare of Hardin, Inc. Charter and amendments thereto.
3.365*	Amended and Restated Bylaws of United Healthcare of Hardin, Inc.

Exhibit No.	Description
3.366*	Universal Health Services of Palmdale, Inc. Certificate of Incorporation.
3.367*	Amended and Restated Bylaws of Universal Health Services of Palmdale, Inc.
3.368*	Universal Health Services of Rancho Springs, Inc. Articles of Incorporation and amendments thereto.
3.369*	Amended and Restated Bylaws of Universal Health Services of Rancho Springs, Inc.
3.370*	University Behavioral, LLC Articles of Organization and amendments thereto.
3.371*	University Behavioral, LLC Amended and Restated Operating Agreement.
3.372*	Valle Vista Hospital Partners, LLC Certificate of Formation.
3.373*	Valle Vista Hospital Partners, LLC Amended and Restated Operating Agreement.
3.374*	Valle Vista, LLC Certificate of Formation and amendments thereto.
3.375*	Valle Vista, LLC Amended and Restated Operating Agreement.
3.376*	Valley Hospital Medical Center, Inc. Articles of Incorporation and amendments thereto.
3.377*	Bylaws of Valley Hospital Medical Center, Inc.
3.378*	Wekiva Springs Center, LLC Certificate of Formation and amendments thereto.
3.379*	Wekiva Springs Center, LLC Amended and Restated Operating Agreement.
3.380*	Wellington Regional Medical Center, Incorporated Articles of Incorporation and amendments thereto.
3.381*	Amended and Restated Bylaws Wellington Regional Medical Center, Incorporated
3.382*	Wellstone Regional Hospital Acquisition, LLC Certificate of Formation and amendments thereto.
3.383*	Wellstone Regional Hospital Acquisition, LLC Amended and Restated Operating Agreement.
3.384*	Willow Springs, LLC Certificate of Formation and amendments thereto.
3.385*	Willow Springs, LLC Amended and Restated Operating Agreement.
3.386*	Windmoor Healthcare Inc. Articles of Incorporation.
3.387*	Amended and Restated Bylaws Windmoor Healthcare Inc.
3.388*	Windmoor Healthcare of Pinellas Park, Inc. Certificate of Incorporation and amendments thereto.
3.389*	Amended and Restated Bylaws Windmoor Healthcare of Pinellas Park, Inc.
3.390*	Zeus Endeavors, LLC Articles of Organization.
3.391*	Zeus Endeavors, LLC Amended and Restated Operating Agreement.
4.1	Indenture, dated as of September 29, 2010, between UHS, as successor by merger to UHS Escrow Corporation, and Union Bank, N.A., as Trustee (the “Indenture”), previously filed as Exhibit 4.1 to UHS’s Current Report on Form 8-K dated October 5, 2010, is incorporated herein by reference.
4.2	Supplemental Indenture to the Indenture, dated as of November 15, 2010, between UHS, as successor by merger to UHS Escrow Corporation, the subsidiary guarantors party thereto and Union Bank, N.A., as Trustee, relating to the $250,000,000 aggregate principal amount of UHS’s 7% Senior Notes due 2018, previously filed as Exhibit 4.1 to UHS’s Current Report on Form 8-K dated November 17, 2010, is incorporated herein by reference.

Exhibit No.	Description
4.3	Form of 7% Senior Note due 2018 (contained in Indenture filed as Exhibit 4.1 to this Registration Statement).
5.1	Opinion of Fulbright & Jaworski L.L.P.
5.2	Opinion of Matthew D. Klein, Vice President and General Counsel of UHS.
10.1	Registration Rights Agreement, dated as of September 29, 2010, among Universal Health Services, Inc., certain of its subsidiaries, UHS Escrow Corporation, and J.P. Morgan Securities LLC, for itself and as representative of the several initial purchasers of the Senior Notes, previously filed as Exhibit 4.3 to UHS's Current Report on Form 8-K dated October 5, 2010, is incorporated herein by reference.
12.1	Statement of Computation of Ratio of Earnings to Fixed Charges.
23.1	Consent of PricewaterhouseCoopers LLP.
23.2	Consent of Fulbright & Jaworski L.L.P. (included in Exhibit 5.1).
23.3	Consent of Matthew D. Klein, Vice President and General Counsel of UHS (included in Exhibit 5.2).
23.4	Consent of Ernst & Young LLP.
24.1	Powers of Attorney (included on signature pages).
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of Union Bank, N.A. to act as trustee under the Indenture.
99.1	Form of Letter of Transmittal.
99.2	Form of Notice of Guaranteed Delivery.
99.3	Form of Letter to DTC Participants.
99.4	Form of Letter to Beneficial Holders.

*To be filed by amendment

SEP 2 2 2010

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF INCORPORATION

Jim Miles
SECRETARY OF STATE
FILED
DEC 2 0 1994
AM PM
7 8 9 10 11 12 1 2 3 4 5 6

1. The name of the proposed corporation is Aiken Regional Medical Centers, Inc.

2. The initial registered office of the corporation is c/o C T CORPORATION SYSTEM, 75 Beattie Pl., Two Insignia Financial Plaza, Greenville, Greenville 29601
(Street & Number; City; County; Zip Code)
and the initial registered agent as such address is C T CORPORATION SYSTEM

3. The corporation is authorized to issue shares of stock as follows: Complete a or b, whichever is applicable:

   a. ☒ If the corporation is authorized to issue a single class of shares, the total number of shares authorized is 1,000.
   b. ☐ The corporation is authorized to issue more than one class of shares:

Class of Shares	Authorized No. of Each Class

The relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows: NONE

4. The existence of the corporation shall begin when these articles are filed with the Secretary of State unless a delayed date is indicated (See §33-1-230(b)): _____.

5. The optional provisions which the corporation elects to include in the articles of incorporation are as follows (See §33-2-102 and the applicable comments thereto; and 35-2-105 and 35-2-221 of the 1976 South Carolina Code): NONE

(S. C. - 337 - 12/7/92)

94-025380BC

6. The name and address of each incorporator is as follows (only one is required);

Name	Address	Signature
Heather Reid	1635 Market Street, Phila., PA 19103	Heather Reid
VickiAnn Owens	1635 Market Street, Phila., PA 19103	VickiAnn Owens

Charles E. McDonald, Jr.

7. I, _____, an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements Chapter 2, Title 33 of the 1976 South Carolina Code relating to the articles of incorporation.

Date 12/14/94

Charles E. McDonald, Jr.
(Signature)

Charles E. McDonald, Jr.
(Type or Print Name)

Address 75 Beattie Place
Two Insignia Financial Plaza
Greenville, SC 29601

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.

2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.

3. Schedule of Fees - payable at time of filing this document

Fee for filing Application - payable to Secretary of State	$ 10.00
Filing Tax - Payable to Secretary of State	100.00
Miniumum License Fee - payable to SC Tax Commission	25.00

4. THIS FORM MUST BE ACCOMPANIED BY THE FIRST REPORT OF CORPORATIONS (See §12-19-20), AND A CHECK IN THE AMOUNT OF $25.00 PAYABLE TO THE SOUTH CAROLINA TAX COMMISSION.

Form Approved by South Carolina
Secretary of State 1/89

Exhibit 3.5

BY- LAWS

OF

AIKEN REGIONAL MEDICAL CENTERS, INC.

ARTICLE I

OFFICES

Section 1. The registered office shall be located in the State of South Carolina.

Section 2. The corporation may also have offices at such other places both within and without the State of South Carolina as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place either within or without the State of South Carolina as may be fixed from time to time by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of shareholders, commencing with the year 1986 shall be held on the first day of May if not a legal holiday, and if a legal holiday, then on the next secular day following, at 11 A.M. or such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten or more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting

is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 5. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president or a majority of the board of directors, or at the request in writing of shareholders owning not less than twenty percent of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Except as otherwise provided by the statute or by the articles of incorporation, written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer of persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing directors.

Section 9. When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by law or the articles of incorporation.

Section 10. Unless otherwise provided in the articles of incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, In person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 11. Unless otherwise provided in the articles of incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

If the articles of incorporation provide that a consent may be signed by fewer than all of the shareholders having voting power on any question, then the consent need be signed only by shareholders holding that proportion of the total voting power on the question which is required by the articles of incorporation or by law, whichever requirement is higher. The consent, together with a certificate by the secretary of the corporation to the effect that the subscribers to the consent constitute all or the required proportion of the shareholders entitled to vote on the particular question, shall be filed with the records of proceedings of the shareholders. If the consent is signed by fewer than all of the shareholders having voting power on the question, prompt notice shall be given to all of the shareholders of the action taken pursuant to the consent.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than three or more than ten. Directors need not be residents of the State of South Carolina nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

In addition, vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of South Carolina, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and Irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise.

MEETINGS OF THE BOARD OF DIRECTORS

Section 6. Meetings of the board of directors, regular or special, may be held either within or without the State of South Carolina.

Section 7. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 8. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 9. Except as otherwise provided by statute or the articles of incorporation, special meetings of the board of directors may be called by the president on four days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 10. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 11. A majority of the board of directors shall constitute a quorum for the transaction of business unless a greater number Is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, then directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 13. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors may participate in a meeting of the board of directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

PROXY VOTE BY DIRECTORS

Section 14. Any director absent from a meeting may be represented by any other director or shareholder, who may cast the vote of the absent director according to the written Instructions, general or special, of said absent director, filed with the secretary.

COMMITTEES OF DIRECTORS

Section 15. The board of directors, by resolution adopted by a majority of the board of directors, may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors, but the president may designate another director to serve on the committee pending action by the board.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

REMOVAL OF DIRECTORS

Section 16. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors, may be removed, with or without cause by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

ADVISORY COMMITTEES

The board of directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and nondirectors, or nondirectors only, and also may Include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the Chairman of the Board or the directors of the corporation. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the board of directors.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it appears on the records of the corporation, with postage thereon

prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Unless otherwise provided in the articles of incorporation or these by-laws, any two of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed with or without cause at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE PRESIDENTS

Section 8. The vice-president, or If there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of and be subject to all the restrictions upon the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring It and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been

placed upon such certificate shall have ceased to be such officer before such certificate is issued, It may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate cancelled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of South Carolina.

ARTICLE VIII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words “Corporate Seal, Aiken Regional Medical Centers, Inc.” The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

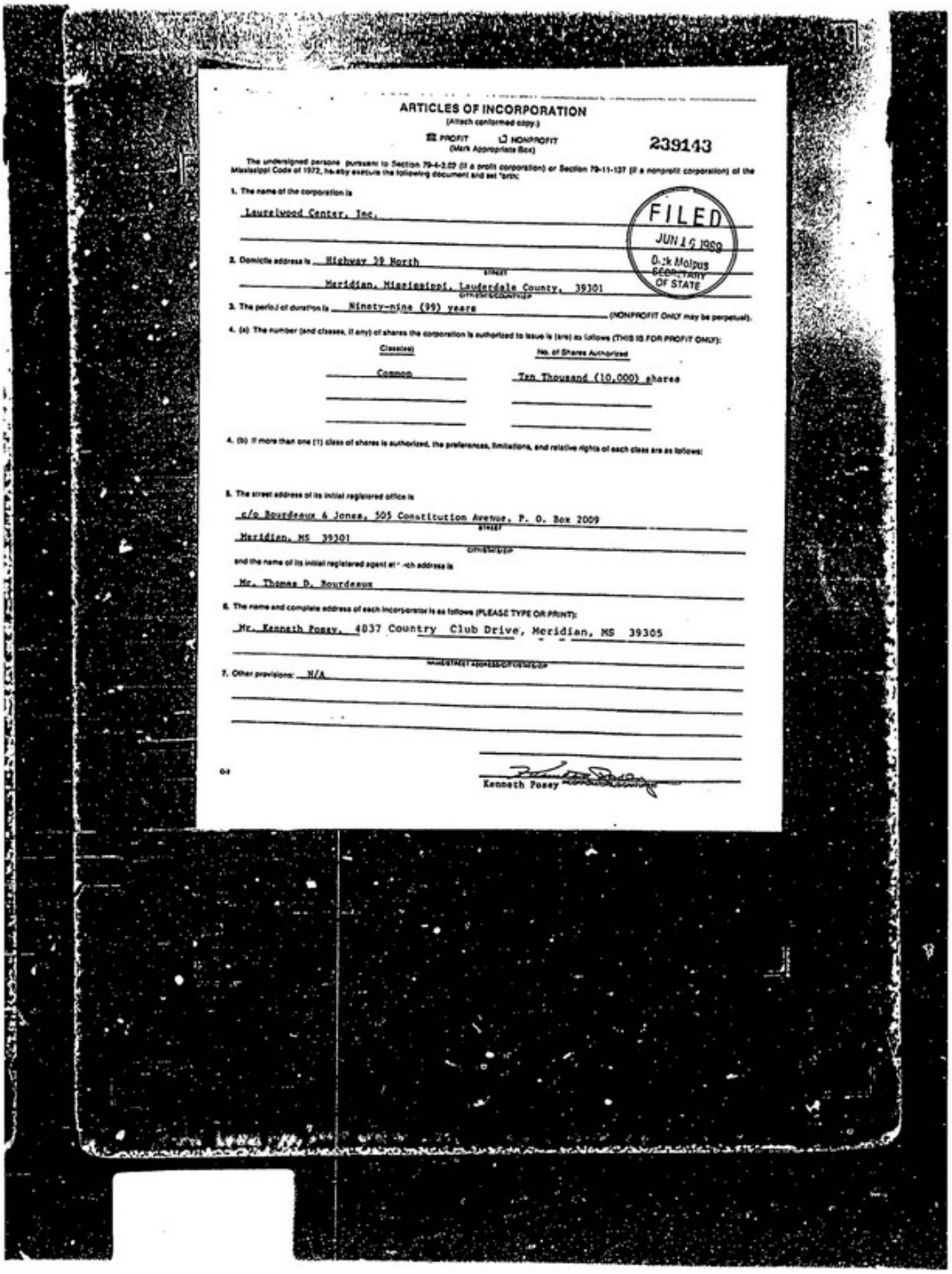
Section 7. The corporation, to the full extent permitted by the laws of the State of South Carolina, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served with another corporation, partnership, joint venture or other enterprise at the request of the corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the corporation.

ARTICLE IX

AMENDMENTS

Section 1. These by-laws may be altered, amended, or repealed or new by-laws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

The shareholders shall have the right to change or repeal any by-laws adopted by the directors.



ARTICLES OF INCORPORATION

(Attach conformed copy.)

☒ PROFIT ☐ NONPROFIT (Mark Appropriate Box)

239143

The undersigned persons pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-127 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:

1. The name of the corporation is

Laurelwood Center, Inc.

FILED
JUN 19 1989
Dick Molpus
SECRETARY OF STATE

2. Domicile address is Highway 39 North
STREET
Meridian, Mississippi, Lauderdale County, 39301
CITY (TOWN), COUNTY, ZIP

3. The period of duration is Ninety-nine (99) years (NONPROFIT ONLY may be perpetual).

4. (a) The number (and classes, if any) of shares the corporation is authorized to issue is (are) as follows (THIS IS FOR PROFIT ONLY):

Class(es)	No. of Shares Authorized
Common	Ten Thousand (10,000) shares

4. (b) If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:

5. The street address of its initial registered office is

c/o Bourdeaux & Jones, 505 Constitution Avenue, P. O. Box 2009
STREET
Meridian, MS 39301
CITY (TOWN), COUNTY, ZIP

and the name of its initial registered agent at such address is

Mr. Thomas D. Bourdeaux

6. The name and complete address of each incorporator is as follows (PLEASE TYPE OR PRINT):

Mr. Kenneth Posey, 4037 Country Club Drive, Meridian, MS 39305
NAME, STREET ADDRESS, CITY (TOWN), STATE, ZIP

7. Other provisions: N/A

04

Kenneth Posey

0012-1-3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Amendment

The undersigned persons, pursuant to Section 79-4-10.06 (if a profit corporation) or Section 79-11-305 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:

1. Type of Corporation

⇨ ☒ Profit ☐ Nonprofit

2. Name of Corporation

⇨ Laurelwood Center, Inc.

FILED
02/23/2001
ERIC CLARK
Secretary of State
State of Mississippi

3. The future effective date is (Complete if applicable) N/A

4. Set forth the text of each amendment adopted. (Attach page)

5. If an amendment for a business corporation provides for an exchange, reclassification, or cancellation of issued shares, set forth the provisions for implementing the amendment if they are not contained in the amendment itself. (Attach page)

6. The amendment(s) was (were) adopted on

⇨ February 19th, 2001 Date(s)

FOR PROFIT CORPORATION (Check the appropriate box)

⇨ Adopted by ☐ the incorporators ☒ directors without shareholder action and shareholder action was not required.

FOR NONPROFIT CORPORATION (Check the appropriate box)

⇨ Adopted by ☐ the incorporators ☐ board of directors without member action and member action was not required.

FOR PROFIT CORPORATION

7. If the amendment was approved by shareholders

(a) The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and the number of votes of each voting group indisputably represented at the meeting were

Designation	No. of outstanding shares	No. of votes entitled to be cast	No. of votes indisputably represented
⇨ N/A	N/A	N/A	N/A

0012-2-3

OFFICE OF THE MISSIS PI SECRETARY OF STAT
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment

⇨ N/A			

(b) EITHER

(i) the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment was

Voting group	Total no. of votes cast FOR	Total no. of votes cast AGAINST
⇨ N/A		
⇨		

OR

(ii) the total number of undisputed votes cast for the amendment by each voting group was

Voting group	Total no. of undisputed votes cast FOR the plan
⇨ N/A	
⇨	

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

FOR NONPROFIT CORPORATION

8. If the amendment was approved by the members

(a) The designation, number of memberships outstanding, number of votes entitled to be cast by eachclass entitled to vote separately on the amendment, and the number of votes of each classindisputably represented at the meeting were

Designation	No. of memberships outstanding	No. of votes entitled to be cast	No. of votes indisputably represented
⇨ N/A			
⇨			

0012-3-3

OFFICE OF THE MISSIS[illegible]PI SECRETARY OF STAT[illegible]
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment

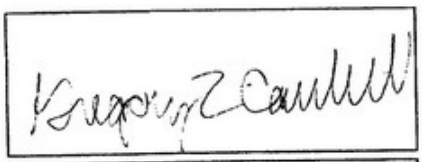
(b) EITHER
(i) the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment was

Voting class	Total no. of votes cast FOR	Total no. of votes cast AGAINST
N/A		

OR
(ii) the total number of undisputed votes cast for the amendment by each class was

Voting class	Total no. of undisputed votes cast FOR the amendment
N/A	

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

By: Signature  (Please keep writing within blocks)

Printed Name Gregory Z. Cantrell Title CEO

Rev. 01/96

03/30/2006 18:53 FAX

Business ID: 564363
Date Filed: 04/10/2006 05:00 PM
Eric Clark
Secretary of State

F0012 - Page 1 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment

The undersigned persons, pursuant to Section 79-4-10.06 (if a profit corporation) or Section 79-11-305 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:

1. Type of Corporation

⇒ [X] Profit [ ] Nonprofit

2. Name of Corporation

⇒ Laurelwood Center, Inc.

3. The future effective date is (Complete if applicable) March 31, 2006

4. Set forth the text of each amendment adopted.
Please see Attachment A.

5. If an amendment for a business corporation provides for an exchange, reclassification, or cancellation of issued shares, set forth the provisions for implementing the amendment if they are not contained in the amendment itself. (Attach page)

6. The amendment(s) was (were) adopted on

⇒ February 20, 2006 Date(s)

FOR PROFIT CORPORATION (Check the appropriate box)

⇒ Adopted by [ ] the incorporators [ ] directors without shareholder action and shareholder action was not required.

FOR NONPROFIT CORPORATION (Check the appropriate box)

⇒ Adopted by [ ] the incorporators [ ] board of directors without member action and member action was not required.

FOR PROFIT CORPORATION

7. If the amendment was approved by shareholders
(a) The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and the number of votes of each voting group indisputably represented at the meeting were

	Designation	No of outstanding shares	No of votes entitled to be cast	No of votes indisputably represented
⇒	Common	110,000	110,000	110,000

Rev. 01/96

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment

☐ ☐ ☐ ☐ ☐

(b) EITHER

(i) the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment was

	Voting group	Total no. of votes cast FOR	Total no. of votes cast AGAINST
☐		110,000	-0-
☐			

OR

(ii) the total number of undisputed votes cast for the amendment by each voting group was

	Voting group	Total no. of undisputed votes cast FOR the plan
☐		
☐		

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

FOR NONPROFIT CORPORATION

8. If the amendment was approved by the members

(a) The designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment, and the number of votes of each class indisputably represented at the meeting were

	Designation	No. of memberships outstanding	No. of votes entitled to be cast	No. of votes indisputably represented
☐				
☐				

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Rev. 01/96

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment

(b) EITHER
(i) the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment was

Voting class	Total no. of votes cast FOR	Total no. of votes cast AGAINST

OR
(ii) the total number of undisputed votes cast for the amendment by each class was

Voting class	Total no. of undisputed votes cast FOR the amendment

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting proud.

By: Signature [signature] (Please keep writing within blocks)

Printed Name Christopher L. Howard Title Vice President

768054 MS

Rev. 01/96

Attachment A to the Articles of Amendment
to the Articles of Incorporation
of Laurelwood Center, Inc.

4. The name of the corporation is Alliance Health Center, Inc.

Exhibit 3.7

AMENDED AND RESTATED

B Y L A W S

OF

ALLIANCE HEALTH CENTER, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Alliance Health Center, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Mississippi. The Corporation may also have offices at such other places both within and without the State of Mississippi as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Mississippi as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Mississippi nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Mississippi as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Mississippi.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Mississippi." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Mississippi, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.8

ARTICLES OF MERGER
OF
ALTERNATIVE BEHAVIORAL SERVICES, INC.
a Virginia corporation.
AND
FHC FINANCIAL CORP.,
a Delaware corporation

The undersigned corporations, pursuant to Title 13.1, Chap. 9, Art. 12 of the Code of Virginia and Title 8. Chapter 1, Subchapter IX of the Delaware Code, hereby execute the following articles of merger and set forth:

ONE

The Plan and Agreement of Merger, duly approved in the manner prescribed by law by each of the undersigned corporations, and pursuant to which FHC Financial Corp., a corporation incorporated and organized under the laws of the State of Delaware ("Corporation One"), shall be merged with and into Alternative Behavioral Services, Inc., a corporation incorporated and organized under the laws of the Commonwealth of Virginia ("Corporation Two"), is attached as Exhibit A hereto.

TWO

The Plan and Agreement of Merger was adopted on October 20, 2005 by unanimous consent of the Board of Directors and by the unanimous consent of the shareholders of Corporation One as required by Title 8, Chapter 1, Subchapter IX of the Delaware Code, and by unanimous consent of the Board of Directors of Corporation Two as required by Title 13.1. Chap. 9, Art. 12 of the Code of Virginia.

THREE

Pursuant to Section 13.1-718(F) of the Code of Virginia and Sections 251(f) and 252(c) of Title 8 of the Delaware Code, no approval of the shareholders of Corporation Two was required.

FOUR

The surviving corporation pursuant to the Plan and Agreement of Merger shall be Corporation Two, a corporation incorporated and organized under the laws of the Commonwealth of Virginia.

FIVE

The Plan and Agreement of Merger is permitted under the laws of the State of Delaware, and Corporation One has complied with those laws in effecting the merger. The Plan and Agreement of Merger is permitted under the laws of the Commonwealth of Virginia, and Corporation Two has complied with those laws in effecting the merger.

SIX

These Articles of Merger shall become effective on November 15, 2005.

The undersigned officers declare that the facts herein stated are true as of this 24th day of October, 2005.

ALTERNATIVE BEHAVIORAL SERVICES, INC., a Virginia corporation

By: /s/ Edward C. Irby, Jr.
Edward C. Irby, Jr., President

FHC FINANCIAL CORP., a Delaware corporation

By: /s/ Ronald I. Dozoretz
Ronald I. Dozoretz, M.D., President

Exhibit A

PLAN AND AGREEMENT OF MERGER
BETWEEN
FHC FINANCIAL CORP.,
a Delaware corporation,
AND
ALTERNATIVE BEHAVIORAL SERVICES, INC.,
a Virginia corporation

This Plan and Agreement of Merger made and entered into on the 20th day of October, 2005, by and between FHC Financial Corp., a Delaware corporation (the "Delaware Corporation"), and Alternative Behavioral Services, Inc., a Virginia corporation (the "Virginia Corporation").

WITNESSETH:

WHEREAS, the Delaware Corporation is a corporation organized and existing under the laws of the State of Delaware, its Certificate of Incorporation having been filed in the Office of the Secretary of State of Delaware on June 6, 1996; and

WHEREAS, the Virginia Corporation is a corporation organized and existing under the laws of the Commonwealth of Virginia; and

WHEREAS, the aggregate number of shares which the Virginia Corporation has authority to issue is 5,000, and the aggregate number of shares which the Delaware Corporation has authority to issue is 1,000; and

WHEREAS, the Board of Directors of each of the constituent corporations deems it advisable that the Delaware Corporation be merged into the Virginia Corporation on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the State of Delaware and the Commonwealth of Virginia respectively, which permit such merger.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, the Delaware Corporation and the Virginia Corporation, by their respective Boards of Directors, have agreed and do hereby agree, each with the other as follows:

ARTICLE I

The Virginia Corporation and the Delaware Corporation shall be merged into a single corporation, in accordance with applicable provisions of the laws of the Commonwealth of Virginia and of the State of Delaware, by the Delaware Corporation merging into the Virginia Corporation, which shall be the surviving corporation.

ARTICLE II

Upon the merger becoming effective as provided in the applicable laws of the Commonwealth of Virginia and of the State of Delaware, the two constituent corporations shall be a single corporation, which shall be Alternative Behavioral Services, Inc. as the Surviving Corporation, and the separate existence of the Delaware Corporation shall cease except to the extent provided by the applicable laws of the Commonwealth of Virginia or the State of Delaware in the case of a corporation after its merger into another corporation.

ARTICLE III

Pursuant to Section 13.1-606 of the Virginia Stock Corporation Act and Section 103 of the Delaware General Corporation Law, the effective date of the merger shall be November 15, 2005.

ARTICLE IV

The Certificate of Incorporation and the Bylaws of Alternative Behavioral Services, Inc. shall not be amended in any respect by reason of this Plan and Agreement of Merger.

ARTICLE V

The manner of converting or canceling the outstanding shares of each of the constituent corporations shall, by virtue of the merger and without any action on the part of the holders thereof, be as follows:

(1) Each issued and outstanding share of the Delaware Corporation shall be cancelled.

(2) The issued and outstanding shares of the surviving corporation shall remain outstanding after the merger and shall not be affected in any way by the merger.

ARTICLE VI

The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation Law, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 240 Corporate Boulevard, Norfolk, Virginia 23502.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Virginia Corporation and the Delaware Corporation, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have caused this Plan and Agreement of Merger to be executed by an authorized officer of each party thereto.

FHC FINANCIAL CORP.,
a Delaware corporation

By: /s/ Ronald I. Dozoretz
Ronald I. Dozoretz, M.D., President

ALTERNATIVE BEHAVIORAL SERVICES, INC.,
a Virginia corporation

By: /s/ Edward C. Irby
Edward C. Irby, Jr., President

CERTIFICATION

I, Rebecca H. White, Secretary of FHC Financial Corp., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary of the said corporation, that the Plan and Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of said corporation by an authorized officer of FHC Financial Corp., a corporation of the State of Delaware, was duly submitted to the stockholders of said FHC Financial Corp., at a special meeting of said stockholders called and held separately from the meeting of stockholders of any other corporation, upon waiver of notice, signed by all the stockholders, for the purpose of considering and taking action upon said Plan and Agreement of Merger, that one hundred (100) shares of stock of said corporation were on said date issued and that the holder of one hundred (100) shares voted by ballot in favor of said Plan and Agreement of Merger and the holders of zero (0) shares voted by ballot against same, the said affirmative vote representing at least a majority of the total number of shares of the outstanding capital stock of said corporation, and that thereby the Plan and Agreement of Merger was at said meeting duly adopted as the act of the stockholders of said FHC Financial Corp., and the duly adopted agreement of said corporation.

WITNESS my hand on behalf of said FHC Financial Corp. on this 24th day of October, 2005.

By: /s/ Rebecca H. White
Rebecca H. White, Secretary

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, NOVEMBER 15, 2005

The State Corporation Commission finds the accompanying articles submitted on behalf of

ALTERNATIVE BEHAVIORAL SERVICES, INC.

comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles of merger in the Office of the Clerk of the Commission, effective November 15, 2005. Each of the following:

FHC FINANCIAL CORP. (A DE CORPORATION NOT QUALIFIED IN VA)

is merged into ALTERNATIVE BEHAVIORAL SERVICES, INC., which continues to exist under the laws of VIRGINIA with the name ALTERNATIVE BEHAVIORAL SERVICES, INC., and the separate existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By /s/ Mark C. Christie
Mark C. Christie
Commissioner

ARTICLES OF INCORPORATION
OF
ALTERNATIVE BEHAVIORAL SERVICES, INC.

FIRST: The name of the Corporation is Alternative Behavioral Services, Inc.

SECOND: The Corporation is authorized to issue up to 5,000 shares of common stock. No holder of shares of common stock or any other securities of the Corporation shall be entitled to the preemptive right to subscribe for or acquire additional shares of common stock, or any security convertible into or carrying a right to subscribe for or acquire shares. Provided that a quorum is present, action by the holders of common stock on any matter including, without limitation, approval of amendments or restatements to these articles, plans of merger or a share exchange, the sale, lease or exchange or other disposition of all or substantially all of the property of the Corporation other than in the usual or regular course of business, a proposal to dissolve the Corporation, or similar extraordinary matters, shall be approved if the votes cast favoring such action exceed the votes cast opposing such action.

THIRD: The post office address of the initial registered office and the business office of the original registered agent is 1200 Mutual Building, 909 East Main Street, Richmond, VA 23219, in the City of Richmond, and the initial registered agent at that address is Philip H. Goodpasture, an individual who resides in the Commonwealth of Virginia and is a member of the Virginia State Bar.

FOURTH: To the full extent that the Virginia State Corporation Act, as it exists on the date hereof or may hereinafter be amended, permits the limitation or elimination of the liability of directors and officers, a director or officer of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages. If elimination of the liability is not permitted, the limitation of liability shall be (1) $1.00 or the minimum amount allowed to be stated by such Act if a specific dollar amount is required to be stated or (2) the full extent of the limitation set forth in such Act if no specific dollar amount is required to be stated.

The Corporation shall indemnify an individual made a party to a proceeding because he is or was a director or officer of the Corporation against liability incurred in the proceeding if he conducted himself in good faith, and he believed, in the case of his conduct in his official capacity with the Corporation, that his conduct was in its best interest; and in all other cases, that his conduct was at least not opposed to its best interests and in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. The determination whether a director or officer has met this standard of conduct shall be determined in the manner fixed by statute with respect to statutory indemnification. The Corporation may not indemnify (1) in connection with a proceeding by or in the right of the Corporation in which the director or officer was adjudged liable to the Corporation, or (2) in connection with any other

proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

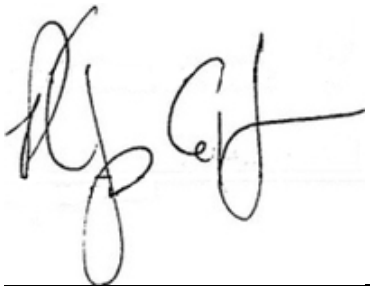
The Corporation shall pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding in advance of final disposition of the proceeding if (1) the director or officer furnishes the Corporation a written statement of his good faith belief that he has met the standard of conduct described herein, (2) the director or officer furnishes the Corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct, and (3) a determination is made that the facts then known to those making the determination would not preclude indemnification.

All terms defined in Article 10 of the Virginia Stock Corporation Act, as enacted and in effect on the date of these articles of incorporation, shall have the same meaning when used in this article. In the event that any provision of this article is determined to be unenforceable as being contrary to public policy, the remaining provisions shall continue to be enforced to the maximum extent permitted by law. Any indemnification under this article shall apply to a person who has ceased to have the capacity referred to herein, and may inure to the benefit of the heirs, executors and administrators of such a person. Any

amendment to or repeal of this Article Fourth shall not adversely affect any right or protection of a director or officer of the Corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal. Notwithstanding the foregoing, payments under this section with respect to a claim for indemnification shall be reduced to the extent the director or officer has not made reasonable efforts to reduce the amount of an indemnified loss by seeking contributions from other sources.

FIFTH: Except as otherwise expressly provided herein, the creation or the issuance to Directors, officers or employees of the Corporation or any subsidiary of the Corporation of rights, options or warrants for the purchase of Common Stock of the Corporation, where such rights, options or warrants are not issued or to be issued to shareholders of the Corporation generally, shall not require approval by the shareholders of the Corporation.

Given under my hand this 3rd day of February 1994.



Incorporator

(74960)

Exhibit 3.9

AMENDED AND RESTATED
B Y - L A W S
OF
ALTERNATIVE BEHAVIORAL SERVICES, INC.

ARTICLE I

OFFICES

Section 1. The registered office shall be in the State of Virginia.

Section 2. The corporation may also have offices at such other places both within and without the State of Virginia. As the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place either within or without the State of Virginia as may be fixed from time to time by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of shareholders shall be held on the first day of May if not a legal holiday, and if a legal holiday, then on the next secular day following, at 11 a.m. or such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten or more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 5. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president or a majority of the board of directors, or at the request in writing of shareholders owning not less than twenty percent of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Except as otherwise provided by the statute or by the articles of incorporation, written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer of persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing directors.

Section 9. When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by law or the articles of incorporation.

Section 10. Unless otherwise provided in the articles of incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 11. Unless otherwise provided in the articles of incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

If the articles of incorporation provide that a consent may be signed by fewer than all of the shareholders having voting power on any question, then the consent need be signed only by shareholders holding that proportion of the total voting power on the question which is required by the articles of incorporation or by law, whichever requirement is higher. The consent, together with a certificate by the secretary of the corporation to the effect that the subscribers to the consent constitute all or the required proportion of the shareholders entitled to vote on the particular question, shall be filed with the records of proceedings of the shareholders. If the consent is signed by fewer than all of the shareholders having voting power on the question, prompt notice shall be given to all of the shareholders of the action taken pursuant to the consent.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Virginia nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

In addition, vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of Virginia, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any' personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise.

MEETINGS OF THE BOARD OF DIRECTORS

Section 6. Meetings of the board of directors, regular or special, may be held either within or without the State of Virginia.

Section 7. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 8. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 9. Except as otherwise provided by statute or the articles of incorporation, special meetings of the board of directors may be called by the president on four days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 10. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 11. A majority of the board of directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, then directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 13. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors may participate in a meeting of the board of directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

PROXY VOTE BY DIRECTORS

Section 14. Any director absent from a meeting may be represented by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of said absent director, filed with the secretary.

COMMITTEES OF DIRECTORS

Section 15. The board of directors, by resolution adopted by a majority of the board of directors, may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors, but the president may designate another director to serve on the committee pending action by the board.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

REMOVAL OF DIRECTORS

Section 16. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors, may be removed, with or without cause by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

ADVISORY COMMITTEES

The board of directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the Chairman of the Board or the directors of the corporation. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the board of directors.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it

appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Unless otherwise provided in the articles of incorporation or these by-laws, any two of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed with or without cause at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of and be subject to all the restrictions upon the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the state of Virginia.

ARTICLE VIII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Virginia." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 7. The corporation, to the full extent permitted by the laws of the State of Virginia, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served with another corporation, partnership, joint venture or other enterprise at the request of the corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the corporation.

ARTICLE IX

AMENDMENTS

Section 1. These by-laws may be altered, amended, or repealed or new by-laws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

1665209

FILED
In the office of the Secretary of State
of the State of California
MAY 23 1990
MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION

OF

ASSOCIATED CHILD CARE EDUCATIONAL SERVICES INC,

ONE: The name of the corporation is ASSOCIATED CHILD CARE EDUCATIONAL ~~SERVICE~~ Services Inc.

TWO: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking buisness, the trust company company buisness or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The name and address in this state of the corporation's initial agent for service of process is Scott Malek, 10702 Alicante Way Rancho Cordova, CA 95670.

FOUR: This corporation is authorized to issue only one class of shares of stock which shall be designated common stock. The total number of shares it is authorized to issue is 1,000,000 shares.

FIVE: The names and addresses of the persons who are appointed to act as the initial directors of this corporation are:

Marty Weber, P.O.Box 2700 Roseville, CA 95746-2700

Scott Malek, P.O.Box 23158 Sacramento, CA 95823

SIX: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SEVEN: The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

IN WITNESS WHEREOF, the undersigned, being all the persons named above as the initial directors, have executed these Articles of Incorporation.

DATED: November 30, 1989

MARTY WEBER

Scott W. Malek

The undersigned, being all the persons named above as the initial directors, declare that they are the persons who executed the foregoing Articles of Incorporation, which execution is their act and deed.

DATED: November 30, 1989

MARTY WEBER

Scott W. Malek

A0623779

1665209 SURV

FILED
In the office of the Secretary of State
of the State of California

FEB 16 2005 RLS

KEVIN SHELLEY, Secretary of State

CERTIFICATE OF OWNERSHIP
OF
OPTIONS-L H, INC.
(a California corporation)

BY

ASSOCIATED CHILD CARE EDUCATIONAL SERVICES INC.
(a California corporation)

Michael Lindley and John Edmunds certify that:

1. They are the president and the secretary, respectively, of Associated Child Care Educational Services Inc., a California corporation (the "Corporation").

2. The Corporation owns all the outstanding shares of capital stock of Options-L H, Inc., a California corporation.

3. The board of directors of the Corporation duly adopted the following resolution:

   RESOLVED, that the Corporation merge Options-L-H, Inc., its wholly-owned subsidiary corporation, into itself and assume all its obligations pursuant to Section 1110 of the California Corporations Code.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: January 31, 2005

Michael Lindley, Chairman of the Board
and President

John Edmunds, Secretary/Treasurer

Exhibit 3.11

AMENDED AND RESTATED

B Y L A W S

OF

ASSOCIATED CHILD CARE EDUCATIONAL SERVICES, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Associated Child Care Educational Services, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of California. The Corporation may also have offices at such other places both within and without the State of California as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of California as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of California nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of California as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of California.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, California." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of California, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.12

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:44 PM 11/10/2005
FILED 04:21 PM 11/10/2005
SRV 050920404 - 4059449 FILE

CERTIFICATE OF FORMATION
OF
ATLANTIC SHORES HOSPITAL, LLC

The undersigned authorized person, desiring to form a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act, 6 Delaware Code, Chapter 18, does hereby certify as follows:

I.

The name of the limited liability company (the "LLC") is Atlantic Shores Hospital, LLC.

II.

The address of the registered office of the LLC in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, County of Kent, Delaware 19904. The name of the LLC's registered agent for service of process in the State of Delaware at such address is National Registered Agents, Inc.

III.

This Certificate of Formation shall be effective upon filing of the Certificate in the Office of the Secretary of State of the State of Delaware.

IV.

The principle address of the LLC is 840 Crescent Centre Drive, Suite 460, Franklin, Tennessee 37067.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Atlantic Shores Hospital, LLC on this the 8th day of November, 2005.

By: /s/ E. Brent Hill, Esq.
E. Brent Hill, Esq.
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:48 PM 10/10/2007
FILED 12:06 PM 10/10/2007
SRV 071100713 - 4059449 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Atlantic Shores Hospital, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the state of Delaware is Corporation Trust Center, 1209 Orange Street, in the city of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1st day of October, A.D. 2007.

By: Samantha Jones
Authorized Person(s)

Name: Samantha Jones,
Print or Type

ATLANTIC SHORES HOSPITAL, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Atlantic Shores Hospital, LLC, a Delaware limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Premier Behavioral Solutions, Inc., the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Delaware Limited Liability Company Law, Title 6, Chapter 18 of the Delaware Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Atlantic Shores Hospital, LLC," or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Delaware Secretary of State on November 10, 2005.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Premier Behavioral Solutions, Inc. is the sole Member of the Company. The Member's membership

interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Delaware as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Delaware without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

PREMIER BEHAVIORAL SOLUTIONS, INC.

By: _____
Name: Steve Filton
Title: Vice President

ATLANTIC SHORES HOSPITAL, LLC

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

00277 NOV 23 81
FILED
NOV 19 1981
SECRETARY OF STATE
STATE OF WASHINGTON

ARTICLES OF INCORPORATION

OF

UHS OF AUBURN, INC.

I, the undersigned natural person of the age of eighteen or more, acting as incorporator of a corporation under the Washington Business Corporation Act, adopt the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is UHS of Auburn, Inc.

SECOND: The period of its duration is perpetual.

THIRD: The purpose for which the corporation is organized is the transaction of any and all lawful business for which a corporation may be incorporated under the Washington Business Corporation Act.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is two hundred (200) shares of the par value of one dollar ($1.00) each.

FIFTH: No holder of any shares of the corporation has or shall have any preemptive right to acquire additional shares of the corporation.

SIXTH: The directors will have the power to adopt, alter, amend or repeal bylaws or adopt new bylaws.

SEVENTH: At each election for directors, each outstanding share shall be entitled to one vote.

EIGHTH: The address of the initial registered office of the corporation is 1218 Third Avenue, c/o C T Corporation System, Seattle, County of King, Washington 98101, and the name of its initial registered agent at such address is C T Corporation System.

NINTH: The number of directors constituting the initial board of directors of the corporation is three (3). The names of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify are Alan B. Miller, Sidney Miller and George H. Strong. Their mailing address is One Presidential Boulevard, Bala Cynwyd, Pennsylvania 19004.

TENTH: The name and addres of the incorporator is Warren J. Nimetz, 345 Park Avenue, New York, New York 10154.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 16th day of November, 1981.

Warren J. Nimetz

Warren J. Nimetz

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

I, Susan B. Tillem , a notary public, hereby certify that on the 16th of November, 1981 personally appeared before me Warren J. Nimetz, who being by me first duly sworn, individually declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

Susan B. Tillem
Notary Public

SUSAN B. TILLEM
Notary Public, State of New York
No. 463-4370
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 30, 19 83

00193 JUN 14 89

ARTICLES OF MERGER
OF
UHS OF CENTRALIA, INC.
INTO
UHS OF AUBURN, INC.
*****

FILED
JUN 5 1989
SECRETARY OF STATE
STATE OF WASHINGTON

Pursuant to the provisions of RWC 23A.20.040, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The names of the corporations are:

Name of corporation	State
UHS of Centralia, Inc.	Washington
UHS of Auburn, Inc.	Washington

SECOND: The name of the surviving corporation is UHS of Auburn, Inc.

THIRD: The following plan of Merger was duly adopted by the board of directors and thereafter approved by the shareholders of each of the corporations in the manner prescribed by the Washington Business Corporation Act:

1. The names of the corporations proposing to merge, and name of the surviving corporation are UHS of Centralia, Inc. and UHS of Auburn, Inc. (surviving corporation).

1989 1978 0195 0472

2. The terms and conditions of the merger are:

Until altered, amended or repealed, as therein provided, the bylaws of UHS of Auburn, Inc., as in effect on the date when this plan shall become effective, shall be the bylaws of the surviving corporation.

The first board of directors of the surviving corporation after the date when the merger provided for herein shall become effective shall be the directors of UHS of Auburn, Inc. in office at the date when this plan becomes effective.

The first annual meeting of the stockholders of the surviving corporation held after the date when this plan becomes effective shall be the annual meeting provided or to be provided by the bylaws thereof for the year 1990.

The officers of the corporation shall be a president, a vice-president, a secretary, an assistant secretary, a treasurer and an assistant treasurer, and the names and places of residence of the officers of the corporation, who shall hold such offices as are set before their names from and after the date when this agreement shall become effective and until the first meeting of the board of directors to be held thereafter, are as follows:

OFFICE	NAMES	RESIDENCES
President	Alan B. Miller	367 South Gulph Road, King of Prussia, PA 19406
Vice-President	Sidney Miller	367 South Gulph Road, King of Prussia, PA 19406
Secretary	Robert M. Dubbs	367 South Gulph Road, King of Prussia, PA 19406
Assistant Secretary	Bruce R. Gilbert	367 South Gulph Road, King of Prussia, PA 19406
Treasurer	Kirk E. Gorman	367 South Gulph Road, King of Prussia, PA 19406
Assitant Treasurer	Joyce M. Lunney	367 South Gulph Road, King of Prussia, PA 19406

The first regular meeting of the board of directors of the surviving corporation to be held after the date when this plan shall become effective, may be called or may convene in the manner provided in the bylaws of the surviving corporation and may be held at the time and place specified in the notice of the meeting.

The surviving corporation shall pay all expenses of carrying this plan of merger into effect and of accomplishing the merger.

Upon the date when this merger shall become effective, the separate existence of UHS of Centralia, Inc. shall cease, and the constituent shall be merged into UHS of Auburn, Inc., the surviving corporation, in accordance with the provisions of this plan, which corporation shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature and be subject to all the restrictions, disabilities, and duties of each of the corporations, parties to this merger, and all and singular, the rights, privileges, powers, and franchises of each of said corporations, and all property, real, personal and mixed, and all debts due to each of such corporations shall be vested in the surviving corporation; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the surviving corporation as they were of the respective constituent corporations, and the title to any real estate, whether by deed or otherwise, vested in any of said corporations, parties hereto, shall not revert or be in any way impaired by reason of this merger, provided that all rights of creditors and all liens upon the property of any of said corporations, parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of UHS of Centralia, Inc. shall thenceforth attach to the said surviving corporation and may be enforced against it to the same extent as if said

debts, liabilities and duties had been incurred or contracted by it.

If at any time the surviving corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of said UHS of Centralia, Inc. the proper officers and directors of said latter corporation shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the surviving corporation, and otherwise to carry out the purposes of this plan of merger.

3. The manner and basis of causing the shares of common stock of the merging corporation to be converted into shares of common stock of the surviving corporation shall be as follows:

At the effective time, each share of common stock of the merging corporation which is then issued and outstanding shall be exchanged for one share of common stock of the surviving corporation.

The shares of common stock of the merging corporation shall, by virtue of the merger, be cancelled.

As soon as practicable after the effective time, the stock certificates representing shares of common stock of the merging corporation which are converted to shares of the common stock of the surviving corporation pursuant to this Agreement of Merger shall be surrendered to the Corporate Secretary of the surviving corporation in exchange for certificates representing the number of shares of common stock of the surviving corporation to which such chartered stockholder is entitled pursuant hereto. Notwithstanding the foregoing, should any certificate representing common stock of the merging corporation not be surrendered as hereinabove required, any stock certificate nominally representing such shares of the merging corporation shall be deemed to represent an identical number of shares of common stock of the surviving corporation.

FOURTH: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such plan, are as follows:

		Entitled to vote as a class	
Name of corporation	Number of Shares Outstanding	Designation of class	Number of Shares
UHS of Centralia, Inc.	200	Common	200
UHS of Auburn, Inc.	200	Common	200

FIFTH: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of each class voted for and against such Plan, respectively, are as follows:

	Number of Shares			
			Entitled to vote for as a class	
Name of corporation	Total Voted For	Total Voted Against	Voted For	Voted Against
UHS of Centralia, Inc.	200	- 0 -	200	- 0 -
UHS of Auburn, Inc.	200	- 0 -	200	- 0 -

Dated June 2, 1989.

UHS of Centralia, Inc.

(SEAL)

By _____
Sidney Miller
Its Vice President

And _____
Robert M. Dubbs
Its Secretary

UHS of Auburn, Inc.

(SEAL)

By _____
Sidney Miller
Its Vice President

And _____
Robert M. Dubbs
Its Secretary

COMMONWEALTH OF PENNSYLVANIA }
} ss.:
COUNTY OF MONTGOMERY }

I, Joan Diane Staudenmayer, a notary public do hereby certify that on this 2nd day of June, 1989, personally appeared before me Robert M. Dubbs, who being by me first duly sworn, declared that he signed the foregoing document, that the statements herein contained are true, that he is the Secretary of UHS of Centralia, Inc., and that he was authorized so to sign.

Joan Diane Staudenmayer
Notary Public

(Notarial Seal)

NOTARIAL SEAL
Joan Diane Staudenmayer, Notary Public
Upper Moreland Twp., Montgomery Co.
My Commission Expires March 1, 1993

COMMONWEALTH OF PENNSYLVANIA }
} ss.:
COUNTY OF MONTGOMERY }

I, Joan Diane Staudenmayer, a notary public do hereby certify that on this 2nd day of June, 1989, personally appeared before me Sidney Miller, who being by me first duly sworn, declared that he signed the foregoing document, that the statements herein contained are true, that he is the Vice President of UHS of Auburn, Inc., and that he was authorized so to sign.

Joan Diane Staudenmayer
Notary Public

(Notarial Seal)

NOTARIAL SEAL
Joan Diane Staudenmayer, Notary Pub
Upper Moreland Twp., Montgomery Co
My Commission Expires March 1, 1993

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EISENHOFER
QTXTDATAL

Corporations Division
Office of the Secretary of State

FILED
STATE OF WASHINGTON
JAN 18 1996
RALPH MUNRO
SECRETARY OF STATE

Val: 01/18/1996 - 59309
$30.00 on 01/18/1996
Check - 01/18/1996 - 1340049

ARTICLES OF AMENDMENT

Pursuant to RCW 23B.10.060 of the Washington Business Corporation Act, the undersigned corporation hereby submits the following amendment(s) to the corporation's Articles of Incorporation.

1. The name of the corporation is: Auburn General Hospital, INC.
(Note: Corporate name listed above must be identical to the records of the Office of the Secretary of State.)

2. The text of **each** amendment(s) as adopted is (are) as follows:
(Attach separate sheet, if necessary)

"The name of the corporation is Auburn Regional Medical Center, INC."

3. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment, if not contained in the text of the amendment itself, are as follows:

N/A

4. The date of adoption of **each** amendment(s) was:

January 2, 1996

5. The amendment(s) was (were) adopted by:
Check one of the following statements:

( ) The incorporators. **Shareholder action was not required.**

(x) The board of directors. **Shareholder action was not required.**

( ) Duly approved shareholder action in accordance with the provisions of RCW 23B.10.030 and RCW 23B.10.040.
(Note: Please refer to copy of statutes listed on instruction sheet.)

6. These Articles will be effective upon filing, unless an extended date and/or time appears here: _____, 19____.
(Note: Extended effective date may not be set at more than 90 days beyond the date the document is stamped "Filed" by the Secretary of State)

Val: 01/18/1996 - 59311
$20.00 on 01/18/1996
Draw - 01/18/1996

Dated: January 16, 19 96.

Steven L. Hedrick
(Signature of person authorized to sign)

Sherrie L. Hedrick, Assistant Secretary
(Type or Print Name and Title)

1996 3198 0612 0002

Corporations Division
Office of the Secretary of State

00174 OCT 1794
FILED
STATE OF WASHINGTON
SEP 26 1994
RALPH MUNRO
SECRETARY OF STATE

ARTICLES OF AMENDMENT

Pursuant to RCW 23B.10.060 of the Washington Business Corporation Act, the undersigned corporation hereby submits the following amendment(s) to the corporation's Articles of Incorporation.

1. The name of the corporation is: UHS of Auburn, Inc.
(Note: Corporate name listed above must be identical to the records of the Office of the Secretary of State.)

2. The text of **each** amendment(s) as adopted is (are) as follows:
(Attach separate sheet, if necessary)

"The name of the corporation is Auburn General Hospital, Inc."

3. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment, if not contained in the text of the amendment itself, are as follows:

N/A

4. The date of adoption of **each** amendment(s) was:

September 6, 1994

5. The amendment(~~s~~) was (~~were~~) adopted by:
Check one of the following statements:

( ) The incorporators. **Shareholder action was not required.**

(x) The board of directors. **Shareholder action was not required.**

( ) Duly approved shareholder action in accordance with the provisions of RCW 23B.10.030 and RCW 23B.10.040.
(Note: Please refer to copy of statutes listed on instruction sheet.)

6. These Articles will be effective upon filing, unless an extended date and/or time appears here: _____, 19____.
(Note: Extended effective date may not be set at more than 90 days beyond the date the document is stamped "Filed" by the Secretary of State)

Dated: September 13, 1994.

Sherrie L. Hedrick
(Signature of person authorized to sign)

Sherrie L. Hedrick, Assistant Secretary
(Type or Print Name and Title)

ssf 36 (R 7/90)
(WASH. - 2423 - 7/27/90)

1994 3127 0174 0419

Exhibit 3.15

B Y - L A W S

O F

UHS OF AUBURN, INC.

ARTICLE I

OFFICES

Section 1. The registered office shall be located in the State of Washington.

Section 2. The corporation may also have offices at such other places both within and without the State of Washington as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place either within or without the State of Washington as may be fixed from time to time by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of shareholders, commencing with the year 1986 shall be held on the first day of May if not a legal holiday, and if a legal holiday, then on the next secular day following, at 11 A.M. or such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten or more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the

meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 5. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president or a majority of the board of directors, or at the request in writing of shareholders owning not less than twenty percent of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Except as otherwise provided by the statute or by the articles of incorporation, written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer of persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing directors.

Section 9. When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by law or the articles of incorporation.

Section 10. Unless otherwise provided in the articles of incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a

meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 11. Unless otherwise provided in the articles of incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

If the articles of incorporation provide that a consent may be signed by fewer than all of the shareholders having voting power on any question, then the consent need be signed only by shareholders holding that proportion of the total voting power on the question which is required by the articles of incorporation or by law, whichever requirement is higher. The consent, together with a certificate by the secretary of the corporation to the effect that the subscribers to the consent constitute all or the required proportion of the shareholders entitled to vote on the particular question, shall be filed with the records of proceedings of the shareholders. If the consent is signed by fewer than all of the shareholders having voting power on the question, prompt notice shall be given to all of the shareholders of the action taken pursuant to the consent.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than three or more than ten. Directors need not be residents of the State of Washington nor shareholders of the corporation. The directors shall be persons interested in and experienced in management and operations of health care facilities. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

In addition, vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of Washington, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise.

Section 6. Each member of the board of directors shall, upon election to the board, attend an orientation program regarding the Corporation and its health care programs. In addition, each year every director shall attend continuing education programs regarding the Corporation and its health care programs. Such continuing education may be provided by the management of the Corporation.

MEETINGS OF THE BOARD OF DIRECTORS

Section 7. Meetings of the board of directors, regular or special, may be held either within or without the State of Washington.

Section 8. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 9. Regular meetings of the board of directors shall be held quarterly and may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 10. Except as otherwise provided by statute or the articles of incorporation, special meetings of the board of directors may be called by the president on four days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 11. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 12. A majority of the board of directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, then directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 13. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 14. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors may participate in a meeting of the board of directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

PROXY VOTE BY DIRECTORS

Section 15. Any director absent from a meeting may be represented by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of said absent director, filed with the secretary.

COMMITTEES OF DIRECTORS

Section 16. The board of directors, by resolution adopted by a majority of the board of directors, may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors, but the president may designate another director to serve on the committee pending action by the board.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

REMOVAL OF DIRECTORS

Section 17. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors, may be removed, with or without cause by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

ADVISORY COMMITTEES

Section 1. The board of directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the Chairman of the Board or the directors of the corporation. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the board of directors.

Section 2. The board of directors and advisory committee shall organize the professional staff in accordance with professional staff bylaws which shall address membership, procedures for appointment and reappointment, determination of clinical privileges, corrective action, officers, committees and functions, meetings and other necessary professional staff issues.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a

secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Unless otherwise provided in the articles of incorporation or these by-laws, any two of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed with or without cause at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of and be subject to all the restrictions upon the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VII

ADMINISTRATION

Section 1. The board of directors shall select and appoint a qualified managing director who shall be experienced in hospital administration. The managing director shall manage the facility and shall have the necessary authority to operate the facility in all its activities. He shall keep the board of directors and the officers fully informed of the operations and conduct of the facility.

Section 2. The professional staff shall develop appropriate governing by-laws which shall be subject to the approval of the board of directors. Such by-laws shall provide for appropriate programs regarding quality assurance. All quality assurance programs shall be subject to the approval of the board of directors.

ARTICLE VIII

CERTIFICATES FOR SHARES

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate cancelled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Washington.

ARTICLE IX

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words “Corporate Seal, Washington”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 7. The corporation, to the full extent permitted by the laws of the State of Washington, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served with another corporation, partnership, joint venture or other enterprise at the request of the corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the corporation.

ARTICLE X

AMENDMENTS

Section 1. These by-laws may be altered, amended, or repealed or new by-laws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

The shareholders shall have the right to change or repeal any by-laws adopted by the directors.

Section 2. These by-laws shall be reviewed by the board of directors not less than once every two years.

CERTIFICATE OF FORMATION
OF
BEHAVIORAL HEALTHCARE LLC

The undersigned authorized person, desiring to form a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act, 6 Delaware Code, Chapter 18, does hereby certify as follows:

1. The name of the limited liability company (the "LLC") is Behavioral Healthcare LLC.

2. The address of its registered office in the State of Delaware is 160 Greentree Drive, Suite 101 in the City of Dover, Delaware. The name of its registered agent at such address is National Registered Agents, Inc.

3. This Certificate of Formation shall be effective at 11:59 p.m. on September 30, 2005.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 28th day of September, 2005.

Steven T. Davidson

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:43 PM 09/28/2005
FILED 07:43 PM 09/28/2005
SRV 050797046 - 2341629 FILE

1148051.2

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:48 PM 10/10/2007
FILED 12:07 PM 10/10/2007
SRV 071100721 - 2341629 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Behavioral Healthcare LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the state of Delaware is Corporation Trust Center, 1209 Orange Street, in the city of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1st day of October, A.D. 2007.

By: Samantha Jones
Authorized Person(s)

Name: Samantha Jones
Print or Type

Exhibit 3.17

BEHAVIORAL HEALTHCARE LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by BHC Holdings, Inc., a Delaware corporation and the sole member (the "Managing Member") of BEHAVIORAL HEALTHCARE LLC, a Delaware limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Delaware (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") of the State and entering into an Operating Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Member" means the Managing Member and any Person who subsequently is admitted as a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on June 24, 1993. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "BEHAVIORAL HEALTHCARE LLC" The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be The Corporation Trust Company located at 1209 Orange Street, Wilmington, DE 19801.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: BHC Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Exhibit 3.18

ARTICLES OF INCORPORATION

OF

BOUNTIFUL PSYCHIATRIC HOSPITAL, INC.

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Utah Business Corporation Act, adopt the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is

BOUNTIFUL PSYCHIATRIC HOSPITAL, INC.

SECOND: The period of its duration is Perpetual.

THIRD: The purpose or purposes for which the corporation is organized are:

The corporation is organized for the purpose of engaging in the development and operation of a free standing treatment facility for the treatment of adult, adolescent and child psychiatry and for the treatment of alcohol and substance abuse and any lawful act or activity.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is Fifty Thousand Dollars (50,000.00) of the par value of One Dollar ($1.00) each.

FIFTH: The corporation will not commence business until consideration of the value of at least $1,000 has been received for the issuance of shares.

SIXTH: Provisions limiting or denying to shareholders the preemptive right to acquire additional or treasury shares of the corporation are:

No shareholder shall be entitled as a matter of right to subscribe for or receive additional shares of any class of stock of the corporation, whether now or hereafter authorized, or any bonds, debentures or other securities convertible into stock, but such additional shares of stock or other securities convertible into stock may be issued or disposed of by the board of directors to such persons and on such terms as in its discretion it shall deem advisable.

SEVENTH: The post office address of its initial registered office is 170 South Main Street, c/o C T Corporation System, Salt Lake City, Utah 84101, and the name of its initial registered agent at such address is C T Corporation System.

EIGHTH: The number of directors constituting the initial board of directors of the corporation is four (4), and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

NAME	ADDRESS
Charles A. Speir	2000 Southbridge Parkway Suite 200 Birmingham, Alabama 35209
Kerry G. Teel	2000 Southbridge Parkway Suite 200 Birmingham, Alabama 35209
Carl M. Holden, Jr.	2000 Southbridge Parkway Suite 200 Birmingham, Alabama 35209
Arthur P. Bolten, III	2000 Southbridge Parkway Suite 200 Birmingham, Alabama 35209

NINTH: The name and address of each incorporator is:

NAME	ADDRESS
M. E. Kraemer	2 Peachtree St., N. W. Atlanta, GA 30383
T. S. Merker	2 Peachtree St., N. W. Atlanta, GA 30383
G. F. Robinson	2 Peachtree St., N. W. Atlanta, GA 30383

Dated March 6, 1985.

/s/ M. E. Kraemer
M. E. Kraemer

/s/ T. S. Merker
T. S. Merker

/s/ G. F. Robinson
G. F. Robinson

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

I, Kathy L. Slayman, a notary public, hereby certify that on the 6 day of March, 1985, personally appeared before me M. E. Kraemer. T. S. Merker, and G. F. Robinson, who being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

In witness whereof I have hereunto set my hand and seal this 6 day of March, A.D 1985.

My commission expires:

/s/ Kathy L. Slayman
Notary Public

ARTICLES AND PLAN OF MERGER

These Articles and Plan of Merger are made this 12th day of March, 1990, by and between BOUNTIFUL PSYCHIATRIC HOSPITAL, INC., a Utah corporation, (the "Surviving Corporation"), and HSA WEST, INC., a Washington corporation (the "Merging Corporation").

The Board of Directors of the Surviving Corporation and the Merging Corporation deem it desirable and in the best interests of the corporations and their stockholders that the Merging Corporation be merged into Bountiful Psychiatric Hospital, Inc. with Bountiful Psychiatric Hospital, Inc. being the Surviving Corporation (the "Merger").

NOW, THEREFORE, in consideration of the premises, mutual covenants and other provisions and agreements contained herein, it is hereby agreed by and between the parties that the Merging Corporation be and the same is hereby merged into Bountiful Psychiatric Hospital, Inc., the Surviving Corporation.

ARTICLE I

Names

The name of the Merging Corporation is "HSA WEST, INC.," and the name of the Surviving Corporation is and shall be "BOUNTIFUL PSYCHIATRIC HOSPITAL, INC.," which corporation shall be governed by the laws of the State of Utah.

ARTICLE II

Certificate of Incorporation, Bylaws, Directors and Officers

The Certificate of Incorporation and Bylaws of the Surviving Corporation in effect at the time the Merger becomes effective shall continue as the Certificate of Incorporation and Bylaws of the Surviving Corporation. The directors and officers of the Surviving Corporation on the effective date of the Merger shall continue to be the directors and officers of the Surviving Corporation. No amendments or changes will be effected in the Certificate of Incorporation of the Surviving Corporation.

ARTICLE III

Exchange of Stock

The outstanding capital stock of the Merging Corporation and the Surviving Corporation are as follows:

Corporation	Class	Par Value Per Shares	Share Outstanding
HSA WEST, INC.	Common	$ 1.00	80
BOUNTIFUL PSYCHIATRIC HOSPITAL, INC.	Common	$ 1.00	90

All of the outstanding shares of capital stock of the Merging Corporation are owned by Ramsay Health Care, Inc., a Delaware corporation ("Ramsay"), and all of the outstanding shares of capital stock of the Surviving Corporation are owned by the Merging Corporation. This Merger has been effected pursuant to the Washington Business Corporation Act and the Utah Business Corporation Act, and the Boards of Directors and the stockholders of both corporations have approved the Merger by Unanimous Written Consents dated March 12, 1990.

The manner and basis of converting the capital stock of the Merging Corporation into capital stock of the Surviving Corporation shall be as follows: All of the issued and outstanding shares of capital stock of the Merging Corporation shall be converted, on a pro rata basis, into shares of capital stock of the Surviving Corporation, with the result that Ramsay shall own all of the outstanding shares of capital stock of the Surviving Corporation.

ARTICLE IV

Effect of Merger

Upon the effective date of the Merger, the Merging Corporation shall cease to exist and shall be merged with and into the Surviving Corporation. The Surviving Corporation shall succeed to, and shall possess and enjoy, all the rights, privileges, immunities, powers, and franchises, and shall be subject to all of the restrictions, disabilities, duties and liabilities, of the Merging Corporation, all as set forth in the Washington Business Corporation Act and the Utah Business Corporation Act.

BOUNTIFUL/HSA West, Inc.

ARTICLE V

Service of Process, Etc.

The Surviving Corporation may be served with process in the State of Washington in any proceeding for the enforcement of any obligation of any corporation organized under the laws of such State which is a party to the Merger, and in any proceeding for the enforcement of the rights of a dissenting stockholder of any such corporation organized under the laws of such State against the Surviving Corporation.

The Secretary of State of the State of Washington shall be and hereby is irrevocably appointed as the agent of the Surviving Corporation to accept service of process in any such proceeding; the address to which the service of process in any such proceeding shall be mailed is as follows: Ralph J. Watts, President and Chief Executive Officer, Ramsay Health Care, Inc., One Poydras Plaza, 639 Loyola Avenue, Suite 1400, New Orleans, Louisiana 70113.

ARTICLE VI

Rights of Dissenting Stockholders

The Surviving Corporation shall promptly pay to any dissenting stockholders of the Merging Corporation the amount, if any, to which such stockholders shall be entitled under the provisions of the Washington Business Corporation Act with respect to the rights of dissenting stockholders in connection with the Merger.

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation, pursuant to the approval and authority duly given by resolution adopted by unanimous vote of the Board of Directors of such corporations on March 12, 1990 has caused these Articles and Plan of Merger to be executed as of the date above stated.

HSA WEST, INC.

By: /s/ Ralph J. Watts
Ralph J. Watts
President

Attest: /s/ Maria G. Board
Maria G. Board
Assistant Secretary

BOUNTIFUL PSYCHIATRIC HOSPITAL, INC.

By: /s/ Ralph J. Watts
Ralph J. Watts
President

Attest: /s/ Maria G. Board
Maria G. Board
Assistant Secretary

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared RALPH J. WATTS and MARIA G. Board, to me well known, and known to me to be the individuals described in and who executed the foregoing Articles and Plan of Merger, as President and as Assistant Secretary, respectively, of BOUNTIFUL PSYCHIATRIC HOSPITAL, INC., a Utah corporation, and of HSA WEST, INC., a Washington corporation, and the persons who severally acknowledged to and before me that they executed such Articles and Plan of Merger in such capacities and were authorized to do so, and that said Articles and Plan of Merger are the free act and deed of said corporations, and that the statements contained therein are true.

WITNESS my hand and official seal, this 12th day of day of March, 1990.

(Seal)

/s/ Vivian B. Crane
Notary Public

My Commission Expires:

ARTICLES OF MERGER

OF

FLAGSTAFF PSYCHIATRIC HOSPITAL, INC.

AND

BOUNTIFUL PSYCHIATRIC HOSPITAL, INC.

To the Division of Corporations and Commercial Code State of Utah

Pursuant to the provisions of the Utah Revised Business Corporation Act governing the merger of a foreign wholly-owned subsidiary business corporation into its domestic parent business corporation, the domestic parent business corporation hereinafter named does hereby submit the following Articles of Merger.

1. The name of the subsidiary corporation, which is a business corporation organized under the laws of the State of Arizona, is Flagstaff Psychiatric Hospital Inc.

2. The name of the parent corporation, which is a business corporation organized under the laws of the State of Utah, is Bountiful Psychiatric Hospital, Inc.

3. The number of outstanding shares of Flagstaff Psychiatric Hospital, Inc. is one thousand (1,000), all of which are of one class, and all of which are owned by Bountiful Psychiatric Hospital, Inc.

4. The following is the Plan of Merger for merging Flagstaff Psychiatric Hospital, Inc. into Bountiful Psychiatric Hospital, Inc. as approved by the Board of Directors of Bountiful Psychiatric Hospital.

1. Bountiful Psychiatric Hospital, Inc., which is a business corporation of the State of Utah and is the parent corporation and the owner of all of the outstanding shares of Flagstaff Psychiatric Hospital, Inc., which is a business corporation of the State of Arizona and the subsidiary corporation, hereby merges Flagstaff Psychiatric Hospital, Inc. into Bountiful Psychiatric Hospital, Inc. pursuant to the provisions of Chapters 1 through 17

of Title 10, Arizona Revised Statutes and pursuant to the provisions of the Utah Revised Business Corporation Act.

2. The separate existence of Flagstaff Psychiatric Hospital, Inc. shall cease at the effective time and date of the merger pursuant to the provisions of Chapters 1 through 17 of Title 10, Arizona Revised Statutes; and Bountiful Psychiatric Hospital, Inc. shall continue its existence as the surviving corporation pursuant to the provisions of the Utah Revised Business Corporation Act.

3. The articles of incorporation of Bountiful Psychiatric Hospital, Inc. are not amended in any respect by this Plan of Merger.

4 The issued shares of Flagstaff Psychiatric Hospital, Inc. shall not be converted in any manner, but each said share which is issued as of the effective time and date of the merger shall be surrendered and extinguished.

5. Each share of Bountiful Psychiatric Hospital, Inc. outstanding at the effective time and date of merger is to be an identical outstanding treasury or unissued share of Bountiful Psychiatric Hospital, Inc. at the effective time and date of merger.

6. No shares of Bountiful Psychiatric Hospital, Inc. and no shares, securities, or obligations convertible into such shares are to be issued or delivered under this Plan of Merger.

7. The Board of Directors and the proper officers of Flagstaff Psychiatric Hospital, Inc. and of Bountiful Psychiatric Hospital, Inc. are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

267611.01
1271-1710

5. Bountiful Psychiatric Hospital, Inc. in its capacity as the holder of all of the outstanding shares of Flagstaff Psychiatric Hospital, Inc., waived the mailing of a copy of the Plan of Merger to Bountiful Psychiatric Hospital, Inc. otherwise provided for under the provisions of Section 16-10a-1104 of the Utah Revised Business Corporation Act.

6. The laws of the jurisdiction of organization of Flagstaff Psychiatric Hospital, Inc. permit a merger of a wholly- owned subsidiary business corporation of that jurisdiction into a parent business corporation of the jurisdiction of organization of Bountiful Psychiatric Hospital, Inc.; and the merger of Flagstaff Psychiatric Hospital, Inc. into Bountiful Psychiatric Hospital, Inc. is in compliance with the laws of the jurisdiction of organization of Flagstaff Psychiatric Hospital, Inc.

7. Shareholder approval was not required.

8. The effective time and date of the merger herein provided for in the State of Utah shall be 11:59 a.m. on June 30, 1998.

Executed on June 29, 1998.

FLAGSTAFF PSYCHIATRIC HOSPITAL, INC.

/s/ Bert G. Cibran
Bert G. Cibran
President

BOUNTIFUL PSYCHIATRIC HOSPITAL, INC.

/s/ Bert G. Cibran
Bert G. Cibran
President

267611.01
1271-1710

AMENDMENT

File Number _____
Non-Refundable Processing Fee $3700

Articles of Amendment to Articles of Incorporation (Profit)

Pursuant to UCA § 16-10a part 10, the individual named below causes this Amendment to the Articles of Incorporation to be delivered to the Utah Division of Corporations for filing, and states as follows:

1 The name of the corporation is' Bountiful Psychiatric Hospital, Inc

2. The date the following amendment(s) was adopted February [Illegible] 2006

3. If *changing* the corporation name, the *new name* of the corporation is
Benchmark Behavioral Health System, Inc

4. The text of each amendment adopted (include attachment If additional space needed):
First The name of the corporation is Benchmark Behavioral Health System, Inc

5. If providing for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:

N/A

6 Indicate the manner in which the amendment(s) was adopted (mark only one).

☐ No shares have been issued or directors elected – Adopted by Incorporator(s)

☐ No shares have been issued but directors have been elected – Adopted by the board of directors

☐ Shares have been issued but shareholder action was not required – Adopted by the board of directors

☒ The number of votes cast for the amendment(s) by each voting group entitled to vote separately on the amendment(s) was sufficient for approval by that voting group – Adopted by the shareholders

7. Delayed effective date (if not to be effective upon filing) March 31 2006 *(not to exceed 90 days)*

Under penalties of perjury, I declare that this Amendment of Articles of Incorporation has been examined by me and is, to the best of my knowledge and belief, true, correct and complete

By _____ Title Vice President

Dated this 15th day of March , 2006

MailIn: PO Box 146705
Salt Lake City, UT 84114-6705
Walk In' 160 East 300 South, Main Floor
Information Center: (801) 530-4849
Toll Free: (877) 526-3994 (within Utah)
Fax (801)530-6438
Web Site http //www commerce utah gov/cor

Under GRAMA {63-2-201}, all registration Information maintained by the Division is classified as public record For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity

Document processing fee

If document is filed on paper	$125 00
If document is filed electronically	$ 50.00

Fees & forms/cover sheets are subject to change

To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center

Paper documents must be typewritten or machine printed

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq and §7-110-106 of the Colorado Revised Statutes (C R S)

ID number 20031123568

1 Entity name

PSI Cedar Springs Hospital Real Estate, Inc.

(If changing the name of the corporation, Indicate name BEFORE the name change)

2 New Entity name (if applicable) Cedar Springs Hospital Real Estate, Inc

3 Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document mark the applicable box)*

☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

4 Other amendments, if any, are attached

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment

6 If the corporation's period of duration as amended is less than perpetual, state the date on which the period of duration expires

(mm/dd/yyyy)

OR

If the corporation's period of duration as amended is perpetual, mark this box ☐

7 (*Optional*) Delayed effective date 03/31/2006

(mm/dd/yyyy)

Notice

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity

with the requirements of part 3 of article 90 of title7, C R S ,the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered

8 Name(s) and address (es) of the individual(s) causing the document to be delivered for filing

/s/ Christopher L. Howard

Howard	Christopher	L	
(Last)	*(First)*	*(Middle)*	*(suffix)*

Psychiatric Solutions Hospitals, LLC

(Street name and number or Post Office information)

840 Crescent Centre Drive, Suite 460

Franklin	TN	37067	
(City)	*(State)*	*(Postal/Zip Code)*	
(Province – if applicable)	*(Country – If not US)*		

(The document need not State the true, name and address of more than one individual However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filling mark this box ☐ and include an attachment stating the name and address of such Individuals)

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Exhibit 3.19

AMENDED AND RESTATED

B Y L A W S

OF

BENCHMARK BEHAVIORAL HEALTH SYSTEM, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Benchmark Behavioral Health System, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.20

CHARTER
OF
BHC ALHAMBRA HOSPITAL, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 48-12-101 of the Tennessee Business Corporation Act (the "Act"), adopts the following charter for such corporation:

1. Name. The name of the corporation is BHC Alhambra Hospital, Inc. (the "Corporation").

2. Registered Office and Registered Agent. The address of the registered office of the Corporation in Tennessee is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205. The Corporation's registered agent at the registered office is Michael E. Davis.

3. Incorporator. The name and address of the sole incorporator of the Corporation is William F. Carpenter III, 511 Union Street, Suite 2100, Nashville, Davidson County, Tennessee 37219.

4. Principal Office. The address of the principal office of the Corporation is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205.

5. Corporation for Profit. The Corporation is for profit.

6. Authorized Shares. The Corporation shall have authority, acting by its board of directors, to issue not more than one thousand (1,000) shares of common stock, each share without par value ("Common Stock"). All shares of Common Stock shall be one and the same class and when issued shall have equal rights of [illegible] in dividends and assets of the Corporation and shall be non-assessable. Each outstanding share of Common Stock shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

7. Limitation on Directors' Liability.

(a) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act, as amended from time to time.

(b) If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8. Indemnification.

(a) The Corporation 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 completed 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him 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 to the Corporation 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, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation against such indemnitee; or (2) if a judgment or other final adjudication adverse to the indemnitee establishes his liability for (i) any breach of the duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act.

(b) The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are intended to be greater than those which are otherwise provided for in the Act, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to paragraph 8(a), are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the Act, as amended from time to time. The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are nonexclusive of other similar rights which may be granted by law, this Charter, the bylaws, a resolution of the board of directors or shareholders of the Corporation, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(c) Any repeal or modification of the provisions of this paragraph 8, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of

such repeal or modification. In addition, if an amendment to the Act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 8 which occur subsequent to the effective date of such amendment.

9. Express Powers of Board of Directors. In furtherance of and not in limitation of the powers conferred by statute, the Corporation is expressly authorized, acting upon the authority of the board of directors and without the approval of the shareholders, to:

(a) Issue shares of any class or series as a share dividend in respect of shares of the same class or series or any other class or series;

(b) Fix or change the number of directors, including an increase or decrease in the number of directors;

(c) Determine, establish or modify, in whole or in part, the preferences, limitations and relative rights of (i) any class of shares before the issuance of any shares of that class, or (ii) one or more series within a class before the issuance of any shares of that series. The board of directors is further authorized to amend this Charter, without shareholder action, to set forth such preferences, limitations and relative rights; and

(d) Determine, in accordance with law, the method by which vacancies occurring on the board of directors are to be filled.

10. Removal of Directors for Cause. Directors may be removed for cause by a vote of a majority of the entire board of directors.

11. Consideration of Non-Shareholder Constituencies. In considering whether or not to approve, or to recommend that the shareholders approve, any proposed merger, exchange, tender offer or significant disposition of assets or to oppose such proposal, the board of directors may consider the effect of such proposed merger, exchange, tender offer or significant disposition of assets on the Corporation's employees, customers, suppliers and the communities in which the Corporation and its subsidiaries operate or are located.

/s/ William F. Carpenter III
William F. Carpenter III
Incorporator

Dated: October 16, 1996

Exhibit 3.21

AMENDED AND RESTATED

B Y L A W S

OF

BHC ALHAMBRA HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be BHC Alhambra Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.22

CHARTER
OF
BHC BELMONT PINES HOSPITAL, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 48-12-101 of the Tennessee Business Corporation Act (the "Act"), adopts the following charter for such corporation:

1. Name: The name of the corporation is BHC Belmont Pines Hospital, Inc. (the "Corporation").

2. Registered Office and Registered Agent. The address of the registered office of the Corporation in Tennessee is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County. Tennessee 37205. The Corporation's registered agent at the registered office is Michael E. Davis.

3. Incorporator. The name and address of the sole incorporator of the Corporation is William F. Carpenter III, 511 Union Street, Suite 2100, Nashville, Davidson County, Tennessee 37219.

4. Principal Office. The address of the principal office of the Corporation is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205.

5. Corporation for Profit. The Corporation is for profit.

6. Authorized Shares. The Corporation shall have authority, acting by its board of directors, to issue not more than one thousand (1,000) shares of common stock, each share without par value ("Common Stock"). All shares of Common Stock shall be one and the same class and when issued shall have equal rights of participation in dividends and assets of the Corporation and shall be non-assessable. Each outstanding share of Common Stock shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

7. Limitation on Directors' Liability.

(a) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act, as amended from time to time.

(b) If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8. Indemnification.

(a) The Corporation 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 completed 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnittee"). The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him 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 Corporation 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, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation against such indemnitee; or (2) if a judgment or other final adjudication adverse to the indemnitee establishes his liability for (i) any breach of the duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act.

(b) The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are intended to be greater than those which are otherwise provided for in the Act, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to paragraph 8(a), are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the Act, as amended from time to time. The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are nonexclusive of other similar rights which may be granted by law, this Charter, the bylaws, a resolution of the board of directors or shareholders of the Corporation, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(c) Any repeal or modification of the provisions of this paragraph 8, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of

such repeal or modification. In addition, if an amendment to the Act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 8 which occur subsequent to the effective date of such amendment.

9. Express Powers of Board of Directors. In furtherance of and not in limitation of the powers conferred by statute, the Corporation is expressly authorized, acting upon the authority of the board of directors and without the approval of the shareholders, to:

(a) Issue shares of any class or series as a share dividend in respect of shares of the same class or series or any other class or series;

(b) Fix or change the number of directors, including an increase or decrease in the number of directors;

(c) Determine, establish or modify, in whole or in part, the preferences, limitations and relative rights of (i) any class of shares before the issuance of any shares of that class, or (ii) one or more series within a class before the issuance of any shares of that series. The board of directors is further authorized to amend this Charter, without shareholder action, to set forth such preferences, limitations and relative rights; and

(d) Determine, in accordance with law, the method by which vacancies occurring on the board of directors are to be filled.

10. Removal of Directors for Cause. Directors may be removed for cause by a vote of a majority of the entire board of directors.

11. Consideration of Non-Shareholder Constituencies. In considering whether or not to approve, or to recommend that the shareholders approve, any proposed merger, exchange, tender offer or significant disposition of assets or to oppose such proposal, the board of directors may consider the effect of such proposed merger, exchange, tender offer or significant disposition of assets on the Corporation's employees, customers, supplies and the communities in which the Corporation and its subsidiaries operate or are located.

/s/ William F. Carpenter III
William F. Carpenter III
Incorporator

Dated: October 16, 1996

Exhibit 3.23

AMENDED AND RESTATED

B Y L A W S

OF

BHC BELMONT PINES HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be BHC Belmont Pines Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

CHARTER
OF
BHC FAIRFAX HOSPITAL, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 48-12-101 of the Tennessee Business Corporation Act (the "Act"), adopts the following charter for such corporation:

1. Name. The name of the corporation is BHC Fairfax Hospital, Inc. (the "Corporation").

2. Registered Office and Registered Agent. The address of the registered office of the Corporation in Tennessee is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205. The Corporation's registered agent at the registered office is Michael E. Davis.

3. Incorporator. The name and address of the sole incorporator of the Corporation is William F. Carpenter III, 511 Union Street, Suite 2100, Nashville, Davidson County, Tennessee 37219.

4. Principal Office. The address of the principal office of the Corporation is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205.

5. Corporation for Profit. The Corporation is for profit.

6. Authorized Shares. The Corporation shall have authority, acting by its board of directors, to issue not more than one thousand (1,000) shares of common stock, each share without par value ("Common Stock"). All shares of Common Stock shall be one and the same class and when issued shall have equal rights of participation in dividends and assets of the Corporation and shall be non-assessable. Each outstanding share of Common Stock shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

7. Limitation on Directors' Liability.

(a) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act, as amended from time to time.

(b) If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8. Indemnification.

(a) The Corporation 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 completed 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him 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 Corporation 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, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation against such indemnitee; or (2) if a judgment or other final adjudication adverse to the indemnitee establishes his liability for (i) any breach of the duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act.

(b) The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are intended to be greater than those which are otherwise provided for in the Act, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to paragraph 8(a), are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the Act, as amended from time to time. The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are nonexclusive of other similar rights which may be granted by law, this Charter, the bylaws, a resolution of the board of directors or shareholders of the Corporation, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(c) Any repeal or modification of the provisions of this paragraph 8, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of

such repeal or modification. In addition, if an amendment to the Act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 8 which occur subsequent to the effective date of such amendment.

9. Express Powers of Board of Directors. In furtherance of and not in limitation of the powers conferred by statute, the Corporation is expressly authorized, acting upon the authority of the board of directors and without the approval of the shareholders, to:

(a) Issue shares of any class or series as a share dividend in respect of shares of the same class or series or any other class or series;

(b) Fix or change the number of directors, including an increase or decrease in the number of directors;

(c) Determine, establish or modify, in whole or in part, the preferences, limitations and relative rights of (i) any class of shares before the issuance of any shares of that class, or (ii) one or more series within a class before the issuance of any shares of that series. The board of directors is further authorized to amend this Charter, without shareholder action, to set forth such preferences, limitations and relative rights; and

(d) Determine, in accordance with law, the method by which vacancies occurring on the board of directors are to be filled.

10. Removal of Directors for Cause. Directors may be removed for cause by a vote of a majority of the entire board of directors.

11. Consideration of Non-Shareholder Constituencies. In considering whether or not to approve, or to recommend that the shareholders approve, any proposed merger, exchange, tender offer or significant disposition of assets or to oppose such proposal, the board of directors may consider the effect of such proposed merger, exchange, tender offer or significant disposition of assets on the Corporation's employees, customers, suppliers and the communities in which the Corporation and its subsidiaries operate or are located.

/s/ William F. Carpenter III
William F. Carpenter III
Incorporator

Dated: October 16, 1996

Exhibit 3.25

AMENDED AND RESTATED

B Y L A W S

OF

BHC FAIRFAX HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be BHC Fairfax Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

CHARTER
OF
BHC FOX RUN HOSPITAL, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 48-12-101 of the Tennessee Business Corporation Act (the "Act"), adopts the following charter for such corporation:

1. Name. The name of the corporation is BHC Fox Run Hospital, Inc. (the "Corporation").

2. Registered Office and Registered Agent. The address of the registered office of the Corporation in Tennessee is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205. The Corporation's registered agent at the registered office is Michael E. Davis.

3. Incorporator. The name and address of the sole incorporator of the Corporation is William F. Carpenter III, 511 Union Street, Suite 2100, Nashville, Davidson County, Tennessee 37219.

4. Principal Office. The address of the principal office of the Corporation is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205.

5. Corporation for Profit. The Corporation is for profit.

6. Authorized Shares. The Corporation shall have authority, acting by its board of directors, to issue not more than one thousand (1,000) shares of common stock, each share without par value ("Common Stock"). All shares of Common Stock shall be one and the same class and when issued shall have equal rights of participation in dividends and assets of the Corporation and shall be non-assessable. Each outstanding share of Common Stock shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

7. Limitation on Directors' Liability.

(a) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act, as amended from time to time.

(b) If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8. Indemnification.

(a) The Corporation 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 completed 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him 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 Corporation 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, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation against such indemnitee; or (2) if a judgment or other final adjudication adverse to the indemnitee establishes his liability for (i) any breach of the duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act.

(b) The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are intended to be greater than those which are otherwise provided for in the Act, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to paragraph 8(a), are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the Act, as amended from time to time. The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are nonexclusive of other similar rights which may be granted by law, this Charter, the bylaws, a resolution of the board of directors or shareholders of the Corporation, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(c) Any repeal or modification of the provisions of this paragraph 8, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of

such repeal or modification. In addition, if an amendment to the Act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 8 which occur subsequent to the effective date of such amendment.

9. Express Powers of Board of Directors. In furtherance of and not in limitation of the powers conferred by statute, the Corporation is expressly authorized, acting upon the authority of the board of directors and without the approval of the shareholders, to:

(a) Issue shares of any class or series as a share dividend in respect of shares of the same class or series or any other class or series;

(b) Fix or change the number of directors, including an increase or decrease in the number of directors;

(c) Determine, establish or modify, in whole or in part, the preferences, limitations and relative rights of (i) any class of shares before the issuance of any shares of that class, or (ii) one or more series within a class before the issuance of any shares of that series. The board of directors is further authorized to amend this Charter, without shareholder action, to set forth such preferences, limitations and relative rights; and

(d) Determine, in accordance with law, the method by which vacancies occurring on the board of directors are to be filled.

10. Removal of Directors for Cause. Directors may be removed for cause by a vote of a majority of the entire board of directors.

11. Consideration of Non-Shareholder Constituencies. In considering whether or not to approve, or to recommend that the shareholders approve, any proposed merger, exchange, tender offer or significant disposition of assets or to oppose such proposal, the board of directors may consider the effect of such proposed merger, exchange, tender offer or significant disposition of assets on the Corporation's employees, customers, suppliers and the communities in which the Corporation and its subsidiaries operate or are located.

William F. Carpenter III
Incorporator

Dated: October 16, 1996

Exhibit 3.27

AMENDED AND RESTATED

B Y L A W S

OF

BHC FOX RUN HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be BHC Fox Run Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

CHARTER
OF
BHC FREMONT HOSPITAL, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 48-12-101 of the Tennessee Business Corporation Act (the "Act"), adopts the following charter for such corporation:

1. Name. The name of the corporation is BHC Fremont Hospital, Inc. (the "Corporation").

2. Registered Office and Registered Agent. The address of the registered office of the Corporation in Tennessee is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205. The Corporation's registered agent at the registered office is Michael E. Davis.

3. Incorporator. The name and address of the sole incorporator of the Corporation is William F. Carpenter III, 511 Union Street, Suite 2100, Nashville, Davidson County, Tennessee 37219.

4. Principal Office. The address of the principal office of the Corporation is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205.

5. Corporation for Profit. The Corporation is for profit.

6. Authorized Shares. The Corporation shall have authority, acting by its board of directors, to issue not more than one thousand (1,000) shares of common stock, each share without par value ("Common Stock"). All shares of Common Stock shall be one and the same class and when issued shall have equal rights of participation in dividends and assets of the Corporation and shall be non-assessable. Each outstanding share of Common Stock shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

7. Limitation on Directors' Liability.

(a) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act, as amended from time to time.

(b) If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8. Indemnification.

(a) The Corporation 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 completed 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him 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 Corporation 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, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation against such indemnitee; or (2) if a judgment or other final adjudication adverse to the indemnitee establishes his liability for (i) any breach of the duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act.

(b) The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are intended to be greater than those which are otherwise provided for in the Act, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to paragraph 8(a), are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the Act, as amended from time to time. The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are nonexclusive of other similar rights which may be granted by law, this Charter, the bylaws, a resolution of the board of directors or shareholders of the Corporation, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(c) Any repeal or modification of the provisions of this paragraph 8, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of

such repeal or modification. In addition, if an amendment to the Act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 8 which occur subsequent to the effective date of such amendment.

9. Express Powers of Board of Directors. In furtherance of and not in limitation of the powers conferred by statute, the Corporation is expressly authorized, acting upon the authority of the board of directors and without the approval of the shareholders, to:

(a) Issue shares of any class or series as a share dividend in respect of shares of the same class or series or any other class or series;

(b) Fix or change the number of directors, including an increase or decrease in the number of directors;

(c) Determine, establish or modify, in whole or in part, the preferences, limitations and relative rights of (i) any class of shares before the issuance of any shares of that class, or (ii) one or more series within a class before the issuance of any shares of that series. The board of directors is further authorized to amend this Charter, without shareholder action, to set forth such preferences, limitations and relative rights; and

(d) Determine, in accordance with law, the method by which vacancies occurring on the board of directors are to be filled.

10. Removal of Directors for Cause. Directors may be removed for cause by a vote of a majority of the entire board of directors.

11. Consideration of Non-Shareholder Constituencies. In considering whether or not to approve, or to recommend that the shareholders approve, any proposed merger, exchange, tender offer or significant disposition of assets or to oppose such proposal, the board of directors may consider the effect of such proposed merger, exchange, tender offer or significant disposition of assets on the Corporation's employees, customers, suppliers and the communities in which the Corporation and its subsidiaries operate or are located.

William F. Carpenter III
Incorporator

Dated: October 16, 1996

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12104016

Exhibit 3.29

AMENDED AND RESTATED

B Y L A W S

OF

BHC FREMONT HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be BHC Fremont Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.30

ARTICLES OF INCORPORATION

OF

BHC HEALTH SERVICES OF NEVADA, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 78.030 of the General Corporation Law of Nevada, adopts the following Articles of Incorporation for such corporation:

1. The name of the corporation is BHC Health Services of Nevada, Inc. (the "Corporation").

2. The period of its duration is perpetual.

3. The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the General Corporation Law of Nevada.

4. The address of the registered office of the Corporation in Nevada is 1240 East Ninth Street, Reno, Nevada 89512. The Corporation's registered agent at the registered office is Neal Cury.

5. The name and address of the incorporate of the Corporation is:

Name	Address
J. Chase Cole	511 Union Street Nashville, Tennessee 37219

6. The governing board of the Corporation shall be known as directors, and the number of directors shall be fixed by the by-laws.

The number of directors constituting the initial board of directors is two (2), and the names and addresses of each person

who is to serve as director of the Corporation until the first annual meeting of the shareholders or until a successor is elected and qualified are:

Name	Address
Edward A. stack	520 Dekemont Lane Brentwood, Tennessee 37027
Michael R. Davis	905 Santa Crus Drive Keller, Texas 67248

7. The address of the principal office of the Corporation is 1240 East Ninth Street, Reno, Nevada 89512.

8. The Corporation is for profit.

9. The maximum number of shares which the Corporation shall have the authority to issue is One Thousand (1,000) shares of Common Stock. All of such shares shall be without par value.

10. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty or loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct, fraud or a knowing violation of law, and (iii) under Section 78.300 of the General Corporation Law of Nevada. If the General Corporation Law of Nevada is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or Limited to the fullest extent permitted by the General Corporation Law of Nevada, as so amended. Any repeal or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

12. The Corporation 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,

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of March, 1993.

/s/ J. Chase Cole
J. Chase Cole
Incorporator

State of Tennessee

County of Davidson

On this 25th day of March, 1993, before me, a Notary Public personally appeared J. Chase Cole who acknowledged that he executed the above instrument.

/s/ Fay S. Edwards
Notary public

By Commission expires:

3/25/95

CERTIFICATE OF ACCEPTANCE OF APPOINTMENT
BY RESIDENT AGENT

I, Neal Cury, do hereby accept the appointment as Resident Agent of the above named Corporation.

Dated this 26 day of March, 1993.

/s/ Neal Cury
Neal Cury

Exhibit 3.31

AMENDED AND RESTATED

B Y L A W S

OF

BHC HEALTH SERVICES OF NEVADA, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be BHC Health Services of Nevada, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Nevada. The Corporation may also have offices at such other places both within and without the State of Nevada as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Nevada as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Nevada nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Nevada as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Nevada.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Nevada." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Nevada, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

CHARTER
OF
BHC HERITAGE OAKS HOSPITAL, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 48-12-101 of the Tennessee Business Corporation Act (the "Act"), adopts the following charter for such corporation:

1. Name. The name of the corporation is BHC Heritage Oaks Hospital, Inc. (the "Corporation").

2. Registered Office and Registered Agent. The address of the registered office of the Corporation in Tennessee is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205. The Corporation's registered agent at the registered office is Michael E. Davis.

3. Incorporator. The name and address of the sole incorporator of the Corporation is William F. Carpenter III, 511 Union Street, Suite 2100, Nashville, Davidson County, Tennessee 37219.

4. Principal Office. The address of the principal office of the Corporation is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205.

5. Corporation for Profit. The Corporation is for profit.

6. Authorized Shares. The Corporation shall have authority, acting by its board of directors, to issue not more than one thousand (1,000) shares of common stock, each share without par value ("Common Stock"). All shares of Common Stock shall be one and the same class and when issued shall have equal rights of participation in dividends and assets of the Corporation and shall be non-assessable. Each outstanding share of Common Stock shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

7. Limitation on Directors' Liability.

(a) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act, as amended from time to time.

(b) If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8. Indemnification.

(a) The Corporation 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 completed 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him 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 Corporation 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, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation against such indemnitee; or (2) if a judgment or other final adjudication adverse to the indemnitee establishes his liability for (i) any breach of the duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act.

(b) The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are intended to be greater than those which are otherwise provided for in the Act, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to paragraph 8(a), are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the Act, as amended from time to time. The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are nonexclusive of other similar rights which may be granted by law, this Charter, the bylaws, a resolution of the board of directors or shareholders of the Corporation, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(c) Any repeal or modification of the provisions of this paragraph 8, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of

such repeal or modification. In addition, if an amendment to the Act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 8 which occur subsequent to the effective date of such amendment.

9. Express Powers of Board of Directors. In furtherance of and not in limitation of the powers conferred by statute, the Corporation is expressly authorized, acting upon the authority of the board of directors and without the approval of the shareholders, to:

(a) Issue shares of any class or series as a share dividend in respect of shares of the same class or series or any other class or series;

(b) Fix or change the number of directors, including an increase or decrease in the number of directors;

(c) Determine, establish or modify, in whole or in part, the preferences, limitations and relative rights of (i) any class of shares before the issuance of any shares of that class, or (ii) one or more series within a class before the issuance of any shares of that series. The board of directors is further authorized to amend this Charter, without shareholder action, to set forth such preferences, limitations and relative rights; and

(d) Determine, in accordance with law, the method by which vacancies occurring on the board of directors are to be filled.

10. Removal of Directors for Cause. Directors may be removed for cause by a vote of a majority of the entire board of directors.

11. Consideration of Non-Shareholder Constituencies. In considering whether or not to approve, or to recommend that the shareholders approve, any proposed merger, exchange, tender offer or significant disposition of assets or to oppose such proposal, the board of directors may consider the effect of such proposed merger, exchange, tender offer or significant disposition of assets on the Corporation's employees, customers, suppliers and the communities in which the Corporation and its subsidiaries operate or are located.

William F. Carpenter III
Incorporator

Dated: October 16, 1996

Exhibit 3.33

AMENDED AND RESTATED

B Y L A W S

OF

BHC HERITAGE OAKS HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be BHC Heritage Oaks Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 12/27/2002
020801343 - 3608474

CERTIFICATE OF INCORPORATION
OF
ARDENT HEALTH SERVICES, INC.

ARTICLE I

NAME

The name of the corporation is Ardent Health Services, Inc. (the "Corporation").

ARTICLE II

REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name of the registered agent of the Corporation in the State of Delaware at the registered office is the Corporation Service Company.

ARTICLE III

PURPOSES

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any and all lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware as now or hereinafter in force. The Corporation shall possess and exercise all of the powers and privileges granted by the General Corporation Law of the State of Delaware, by any other law or by this Certificate, together with all such powers and privileges incidental thereto as may be necessary or convenient to the conduct, promotion or attainment of the purposes of the Corporation.

ARTICLE IV

CAPITALIZATION

The Corporation shall have authority, acting by its Board of Directors, to issue ten thousand (10,000) shares of common stock, one cent ($.01) par value per share (the "Common Stock"), such shares entitled to one (1) vote per share on any matter on which shareholders of the Corporation are entitled to vote and such shares being entitled to participation in dividends and to receive the remaining net assets of the Corporation 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 the Common Stock.

ARTICLE V

INCORPORATOR

The name of the incorporator of the Corporation is Stephen C. Petrovich, and his address is One Burton Hills Boulevard, Suite 250, Nashville, Tennessee 37215.

ARTICLE VI

BOARD OF DIRECTORS

The initial members of the Board of Directors of the Corporation, who shall serve until the first annual meeting of the shareholders of the Corporation and until their successors are elected and qualified, shall consist of two directors, and their names and addresses are as follows:

William P. Barnes	One Burton Hills Boulevard Suite 250 Nashville, Tennessee 37215
Stephen C. Petrovich	One Burton Hills Boulevard Suite 250 Nashville, Tennessee 37215

ARTICLE VII

LIMITATION ON PERSONAL LIABILITY OF DIRECTORS

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director except for liability: (a) for any breach of the director's duty of loyalty to the Corporation or its shareholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) under Section 174 of the General Corporation Law of Delaware (or the corresponding provision of any successor act or law); and (d) for any transaction from which the director derived an improper personal benefit. If the law of the State of Delaware is hereafter amended to authorize corporate action further limiting or eliminating the personal liability of directors or officers or expanding such liability, then the liability of directors or officers to the Corporation or its shareholders shall be limited or eliminated to the fullest extent permitted by law of the State of Delaware as so amended from time to time. Any repeal or modification of the provisions of this Article VII, either directly or by the adoption of an inconsistent provision of this Certificate, shall be prospective only and shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification. In addition, if an amendment to the General Corporation Law of the State of Delaware limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Article VII which occur subsequent to the effective date of such amendment.

ARTICLE VIII

INDEMNIFICATION

(a) The Corporation shall indemnify, and upon request shall advance expenses to, in the manner and to the fullest 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 completed 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan (an "indemnitee"). The Corporation may, to the fullest extent permitted by law, purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan against any liability which may be asserted against such person. To the fullest extent permitted by law, the indemnification and advances provided for herein shall include expenses (including attorneys' fees), judgments, penalties, fines and amounts paid in settlement. The indemnification provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person for any such expenses (including attorneys' fees), judgments, fines and amounts paid in settlement to the fullest extent permitted by law, both as to action in his official capacity and as to action in another capacity while holding such office.

(b) Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee 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 secure a judgment in its favor against such indemnitee with respect to any claim, issue or matter as to which the indemnitee shall have been adjudged to be liable to the Corporation, unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such indemnitee is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

(c) The rights to indemnification and advancement of expenses set forth in this Article VIII are intended to be greater than those which are otherwise provided for in the General Corporation Law of the State of Delaware, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to this Article VIII, are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the General Corporation Law of the State of Delaware, as amended from time to time. The rights to indemnification and advancement of expenses set forth in this Article VIII above are nonexclusive of other similar rights which may be granted by law, this Certificate, the Bylaws, a resolution of the Board of Directors or shareholders or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(d) Any repeal or modification of the provisions of this Article VIII, either directly or by the adoption of an inconsistent provision of this Certificate, shall be prospective only and shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification. In addition, if an amendment to the General Corporation Law of the State of Delaware limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Article VIII which occur subsequent to the effective date of such amendment.

ARTICLE IX

AMENDMENTS

The Board of Directors reserves the right from time to time to amend, alter, change or repeal any provision contained in this Certificate in the manner now or hereinafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

ARTICLE X

PREEMPTIVE RIGHTS

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

ARTICLE XI

PERPETUAL EXISTENCE

The period of existence of the Corporation shall be perpetual.

IN WITNESS WHEREOF, I have signed this Certificate of Incorporation this 27th day of December, 2002 and acknowledge the same to be my act.

Stephen C. Petrovich
Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:41 PM 09/28/2005
FILED 07:41 PM 09/28/2005
SRV 050797022 - 3608474 FILE

CERTIFICATE OF AMENDMENT OF

CERTIFICATE OF INCORPORATION

OF

ARDENT HEALTH SERVICES, INC.

Ardent Health Services, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: The Certificate of Incorporation of the Corporation is hereby amended by deleting ARTICLE I in its present form and substituting in lieu thereof the following:

ARTICLE I
NAME

The name of the corporation is BHC Holdings, Inc. (the "Corporation").

SECOND: The amendment to the Certificate of Incorporation of the Corporation set forth in this Certificate of Amendment has been duly adopted in accordance with the applicable provisions of Sections 141, 228 and 242 of the General Corporation Law of the State of Delaware, (a) the Board of Directors of the Corporation having duly adopted resolutions by written consent in lieu of a meeting setting forth such amendment and declaring its advisability and submitting it to the sole stockholder of the Corporation for its approval, in conformity with the Corporation's Amended and Restated Bylaws (the "Bylaws") and (b) the sole stockholder of the outstanding stock of the Corporation, having duly adopted the resolutions setting forth such amendment by written consent in lieu of a meeting in conformity with the Bylaws of the Corporation.

THIRD: This Certificate of Amendment of the Certificate of Incorporation shall be effective as of the date filed by the Secretary of State of Delaware.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment of its Certificate of Incorporation to be executed as of the 28th day of September, 2005.

ARDENT HEALTH SERVICES, INC.

Steven T. Davidson
Vice President

1143858.4

Exhibit 3.35

AMENDED AND RESTATED
BY - LAWS
OF
BHC HOLDINGS, INC.

ARTICLE I

OFFICES

Section 1. The registered office shall be in the State of Delaware.

Section 2. The corporation may also have offices at such other places both within and without the State of Delaware. As the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place either within or without the State of Delaware as may be fixed from time to time by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of shareholders shall be held on the first day of May if not a legal holiday, and if a legal holiday, then on the next secular day following, at 11 a.m. or such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten or more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 5. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president or a majority of the board of directors, or at the request in writing of shareholders owning not less than twenty percent of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Except as otherwise provided by the statute or by the articles of incorporation, written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer of persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing directors.

Section 9. When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by law or the articles of incorporation.

Section 10. Unless otherwise provided in the articles of incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 11. Unless otherwise provided in the articles of incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

If the articles of incorporation provide that a consent may be signed by fewer than all of the shareholders having voting power on any question, then the consent need be signed only by shareholders holding that proportion of the total voting power on the question which is required by the articles of incorporation or by law, whichever requirement is higher. The consent, together with a certificate by the secretary of the corporation to the effect that the subscribers to the consent constitute all or the required proportion of the shareholders entitled to vote on the particular question, shall be filed with the records of proceedings of the shareholders. If the consent is signed by fewer than all of the shareholders having voting power on the question, prompt notice shall be given to all of the shareholders of the action taken pursuant to the consent.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Delaware nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

In addition, vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of Delaware, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any' personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise.

MEETINGS OF THE BOARD OF DIRECTORS

Section 6. Meetings of the board of directors, regular or special, may be held either within or without the State of Delaware.

Section 7. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 8. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 9. Except as otherwise provided by statute or the articles of incorporation, special meetings of the board of directors may be called by the president on four days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 10. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 11. A majority of the board of directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, then directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 13. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors may participate in a meeting of the board of directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

PROXY VOTE BY DIRECTORS

Section 14. Any director absent from a meeting may be represented by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of said absent director, filed with the secretary.

COMMITTEES OF DIRECTORS

Section 15. The board of directors, by resolution adopted by a majority of the board of directors, may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors, but the president may designate another director to serve on the committee pending action by the board.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

REMOVAL OF DIRECTORS

Section 16. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors, may be removed, with or without cause by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

ADVISORY COMMITTEES

The board of directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the Chairman of the Board or the directors of the corporation. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the board of directors.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it

appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Unless otherwise provided in the articles of incorporation or these by-laws, any two of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed with or without cause at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of and be subject to all the restrictions upon the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the state of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 7. The corporation, to the full extent permitted by the laws of the State of Delaware, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served with another corporation, partnership, joint venture or other enterprise at the request of the corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the corporation.

ARTICLE IX

AMENDMENTS

Section 1. These by-laws may be altered, amended, or repealed or new by-laws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

CHARTER
OF
BHC INTERMOUNTAIN HOSPITAL, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 48-12-101 of the Tennessee Business Corporation Act (the "Act"), adopts the following charter for such corporation:

1. Name. The name of the corporation is BHC Intermountain Hospital, Inc. (the "Corporation").

2. Registered Office and Registered Agent. The address of the registered office of the Corporation in Tennessee is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205. The Corporation's registered agent at the registered office is Michael E. Davis.

3. Incorporator. The name and address of the sole incorporator of the Corporation is William F. Carpenter III, 511 Union Street, Suite 2100, Nashville, Davidson County, Tennessee 37219.

4. Principal Office. The address of the principal office of the Corporation is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205.

5. Corporation for Profit. The Corporation is for profit.

6. Authorized Shares. The Corporation shall have authority, acting by its board of directors, to issue not more than one thousand (1,000) shares of common stock, each share without par value ("Common Stock"). All shares of Common Stock shall be one and the same class and when issued shall have equal rights of participation in dividends and assets of the Corporation and shall be non-assessable. Each outstanding share of Common Stock shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

7. Limitation on Directors' Liability.

(a) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act, as amended from time to time.

(b) If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8. Indemnification.

(a) The Corporation 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 completed 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him 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 Corporation 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, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation against such indemnitee; or (2) if a judgment or other final adjudication adverse to the indemnitee establishes his liability for (i) any breach of the duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act.

(b) The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are intended to be greater than those which are otherwise provided for in the Act, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to paragraph 8(a), are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the Act, as amended from time to time. The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are nonexclusive of other similar rights which may be granted by law, this Charter, the bylaws, a resolution of the board of directors or shareholders of the Corporation, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(c) Any repeal or modification of the provisions of this paragraph 8, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of

such repeal or modification. In addition, if an amendment to the Act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 8 which occur subsequent to the effective date of such amendment.

9. Express Powers of Board of Directors. In furtherance of and not in limitation of the powers conferred by statute, the Corporation is expressly authorized, acting upon the authority of the board of directors and without the approval of the shareholders, to:

(a) Issue shares of any class or series as a share dividend in respect of shares of the same class or series or any other class or series;

(b) Fix or change the number of directors, including an increase or decrease in the number of directors;

(c) Determine, establish or modify, in whole or in part, the preferences, limitations and relative rights of (i) any class of shares before the issuance of any shares of that class, or (ii) one or more series within a class before the issuance of any shares of that series. The board of directors is further authorized to amend this Charter, without shareholder action, to set forth such preferences, limitations and relative rights; and

(d) Determine, in accordance with law, the method by which vacancies occurring on the board of directors are to be filled.

10. Removal of Directors for Cause. Directors may be removed for cause by a vote of a majority of the entire board of directors.

11. Consideration of Non-Shareholder Constituencies. In considering whether or not to approve, or to recommend that the shareholders approve, any proposed merger, exchange, tender offer or significant disposition of assets or to oppose such proposal, the board of directors may consider the effect of such proposed merger, exchange, tender offer or significant disposition of assets on the Corporation's employees, customers, suppliers and the communities in which the Corporation and its subsidiaries operate or are located.

William F. Carpenter III
Incorporator

Dated: October 16, 1996

10138187
12104616

Exhibit 3.37

AMENDED AND RESTATED

BY LAWS

OF

BHC INTERMOUNTAIN HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be BHC Intermountain Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

CERTIFICATE OF FORMATION

OF

BHC NEWCO 1, LLC

The undersigned, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the Delaware Limited Liability Company Act, hereby certifies that:

FIRST: The name of the limited liability company ("limited liability company") is BHC NEWCO 1, LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware.

Executed on January 12, 2005.

Stephen C. Petrovich
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:46 AM 01/13/2005
FILED 10:17 AM 01/13/2005
SRV 050030282 - 3911534 FILE

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State of Delaware
Secretary of State
Division of Corporations
Delivered 04:49 PM 03/28/2005
FILED 04:41 PM 03/28/2005
SRV 050250541 - 3911534 FILE

CERTIFICATE OF AMENDMENT

TO

CERTIFICATE OF FORMATION

OF

BHC NEWCO 1, LLC

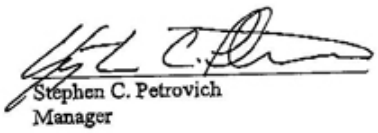
BHC NEWCO 1, LLC (hereinafter called the "Company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

FIRST: The name of the limited liability company is BHC NEWCO 1, LLC.

SECOND: The certificate of formation of the Company is hereby amended by striking out Article First thereof and by substituting in lieu of said Article the following new Article:

"FIRST: The name of the limited liability company is BHC MESILLA VALLEY HOSPITAL, LLC."

Executed on this 29th day of March, 2005.

By: 
Stephen C. Petrovich
Manager

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

BHC MESILLA VALLEY HOSPITAL, LLC

BHC Mesilla Valley Hospital, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is BHC Mesilla Valley Hospital, LLC.

2. The Certificate of Formation of the domestic limited liability company is hereby amended to change the name and address of the registered agent and the address of the registered office within the State of Delaware as follows:

National Registered Agents, Inc.
160 Greentree Drive, Suite 101
Dover, Delaware 19904
County of Kent

Executed on 8/8/05
[Month/Day/Year]

Jack Polson, Member

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:52 PM 08/12/2005
FILED 07:15 PM 08/12/2005
SRV 050670063 - 3911534 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:02 PM 10/10/2007
FILED 07:15 PM 10/10/2007
SRV 071103986 - 3911534 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: BHC Mesilla Valley Hospital, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the city of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1st day of October, A.D. 2007.

By: Samantha Jones
Authorized Person(s)

Name: Samantha Jones,
Print or Type

BHC MESILLA VALLEY, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of BHC Mesilla Valley Hospital, LLC, a Delaware limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and BHC Properties, LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Delaware Limited Liability Company Law, Title 6, Chapter 18 of the Delaware Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "BHC Mesilla Valley, LLC' or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Delaware Secretary of State on January 13, 2005.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, BHC Properties, LLC is the sole Member of the Company. The Member's membership interest in the

Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Delaware as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Delaware without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

BHC PROPERTIES, LLC

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

BHC MESILLA VALLEY HOSPITAL, LLC

By: BHC Properties, LLC
Its Sole Member

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

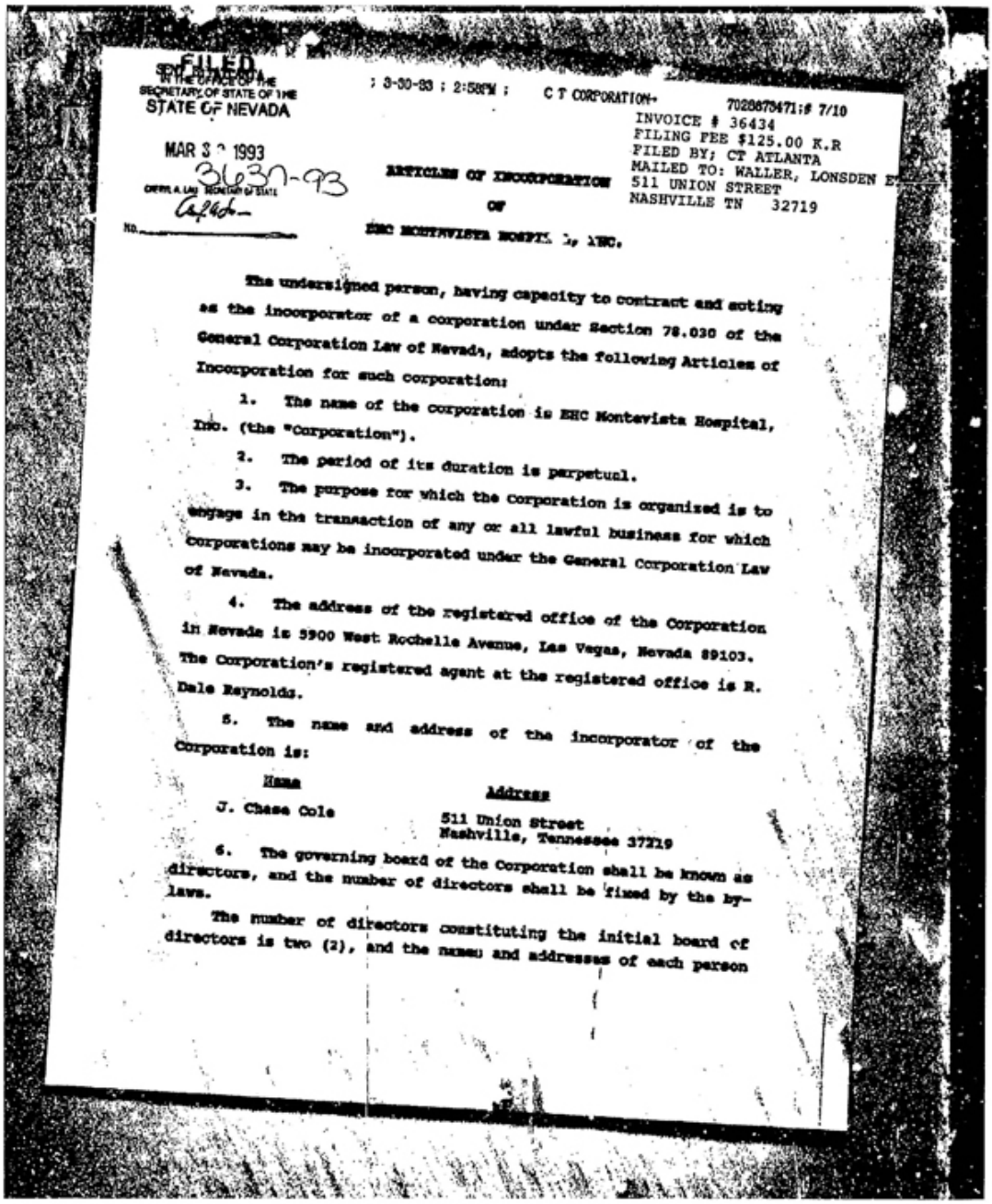
By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7



FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

MAR 3 ? 1993

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OFFICE A. LAU SECRETARY OF STATE

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3-30-93 ; 2:58PM ; C T CORPORATION+ 7028679471:# 7/10

INVOICE # 36434
FILING FEE $125.00 K.R
FILED BY; CT ATLANTA
MAILED TO: WALLER, LONSDEN E
511 UNION STREET
NASHVILLE TN 32719

ARTICLES OF INCORPORATION

OF

EHC MONTEVISTA HOSPI[illegible], INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 78.030 of the General Corporation Law of Nevada, adopts the following Articles of Incorporation for such corporation:

1. The name of the corporation is EHC Montevista Hospital, Inc. (the "Corporation").

2. The period of its duration is perpetual.

3. The purpose for which the corporation is organized is to engage in the transaction of any or all lawful business for which Corporations may be incorporated under the General Corporation Law of Nevada.

4. The address of the registered office of the Corporation in Nevada is 5900 West Rochelle Avenue, Las Vegas, Nevada 89103. The Corporation's registered agent at the registered office is R. Dale Reynolds.

5. The name and address of the incorporator of the Corporation is:

Name	Address
J. Chase Cole	511 Union Street Nashville, Tennessee 37219

6. The governing board of the Corporation shall be known as directors, and the number of directors shall be fixed by the by-laws.

The number of directors constituting the initial board of directors is two (2), and the names and addresses of each person

who is to serve as director of the Corporation until the first annual meeting of the shareholders or until a successor is elected and qualified are:

Name	Address
Edward A. Stack	520 Dekemont Lane Brentwood, Tennessee 37027
Michael E. Davis	905 Santa Cruz Drive Keller, Texas 67248

7. The address of the principal office of the Corporation is 8900 West Rochelle Avenue, Las Vegas, Nevada 89123.

8 The Corporation is for profit.

9. The maximum number of shares which the Corporation shall have the authority to issue is One Thousand (1,000) shares of Common Stock. All of such shares shall be without par value.

10. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct, fraud or a knowing violation of law, and (iii) under Section 78.300 of the General Corporation Law of Nevada. If the General Corporation Law of Nevada is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of Nevada, as so amended. Any repeal or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

12. The Corporation 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him 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 Corporation 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 Corporation may be entitled under any agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation 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 78.751 of the General Corporation Law of Nevada; or (3) if a judgment or other final adjudication adverse to the indemnitee establishes his liability (i) for any breach of the duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct, fraud or a knowing violation of

law, or (iii) under Section 78.300 of the General Corporation Law of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of March, 1993.

J. Chase Cole
Incorporator

State of Tennessee

County of Davidson

On this 26th day of March, 1993, before me, a Notary Public personally appeared J. Chase Cole who acknowledged that he executed the above instrument.

Notary Public

My Commission Expires:

3/25/96

CERTIFICATE OF ACCEPTANCE OF APPOINTMENT
BY RESIDENT AGENT

I, R. Dale Reynolds, do hereby accept the appointment as Resident Agent of the above named corporation.

Dated this 26th day of March, 1993.

R. Dale Reynolds

Exhibit 3.41

AMENDED AND RESTATED

BY LAWS

OF

BHC MONTEVISTA HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be BHC Montevista Hospial, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Nevada. The Corporation may also have offices at such other places both within and without the State of Nevada as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Nevada as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Nevada nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Nevada as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Nevada.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Nevada." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Nevada, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:09 PM 07/11/2003
FILED 11:29 AM 07/11/2003
SRV 030456320 - 3680578 FILE

CERTIFICATE OF FORMATION

OF

BHC NORTHWEST PSYCHIATRIC HOSPITAL, LLC

The undersigned, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the Delaware Limited Liability Company Act, hereby certifies that:

FIRST: The name of the limited liability company ("limited liability company") is BHC NORTHWEST PSYCHIATRIC HOSPITAL, LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware.

Executed on July 10, 2003.

Stephen C. Petrovich
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:52 PM 08/12/2005
FILED 07:15 PM 08/12/2005
SRV 050670061 - 3680578 FILE

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

BHC NORTHWEST PSYCHIATRIC HOSPITAL, LLC

BHC Northwest Psychiatric Hospital, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is BHC Northwest Psychiatric Hospital, LLC.

2. The Certificate of Formation of the domestic limited liability company is hereby amended to change the name and address of the registered agent and the address of the registered office within the State of Delaware as follows:

National Registered Agents, Inc.
160 Greentree Drive, Suite 101
Dover, Delaware 19904
County of Kent

Executed on 8/8/05
[Month/Day/Year]

Jack Polson, Member

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:39 PM 10/10/2007
FILED 03:36 PM 10/10/2007
SRV 071102501 - 3680578 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: BHC Northwest Psychiatric Hospital, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the city of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1st day of October, A.D. 2007.

By: Samantha Jones
Authorized Person(s)

Name: Samantha Jones
Print or Type

BHC NORTHWEST PSYCHIATRIC HOSPITAL, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of BHC Northwest Psychiatric Hospital, LLC, a Delaware limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and BHC Properties, LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Delaware Limited Liability Company Law, Title 6, Chapter 18 of the Delaware Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. Such limited liability company (the "Company") shall operate under the name "BHC Northwest Psychiatric Hospital, LLC," or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Delaware Secretary of State on July 11, 2003.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, BHC Properties, LLC is the sole Member of the Company. The Member's membership interest in the

Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Delaware as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Delaware without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

BHC PROPERTIES, LLC

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

BHC NORTHWEST PSYCHIATRIC HOSPITAL, LLC

By: BHC Properties, LLC
Its Sole Member

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

AMENDED AND RESTATED

AGREEMENT OF GENERAL PARTNERSHIP

OF

BHC OF INDIANA, GENERAL PARTNERSHIP

This Amended and Restated Agreement of General Partnership (this "Agreement" entered into as of the 15th day of November, 2010, by and among Northern Indiana Partners, LLC, a Tennessee limited liability company ("NI-Sub), Columbus Hospital Partners, LLC, a Tennessee limited liability company ("Columbus-Sub"), Lebanon Hospital Partners, LLC, a Tennessee limited liability company ("Lebanon-Sub"), and Valle Vista Hospital Partners, LLC, a Tennessee limited liability company ("VV-Sub"). Nl-Sub, Columbus-Sub, Lebanon-Sub, and VV-Sub are collectively referred to herein as "Partners" or individually as a "Partner."

WHEREAS, the Partners entered into the Agreement of General Partnership of the Partnership, dated as of June 30, 1998 (the "Initial Agreement") pursuant to the provisions of the Tennessee Uniform Partnership Act (the "Act") and other relevant laws of the State of Tennessee;

WHEREAS, the Partnership and each of the Partners has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto desire to effect the amendment and restatement of the Initial Agreement and the continuation of the Partnership upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Partners, intending to be legally bound, do hereby agree as follows:

1. Definitions.

"Act" shall mean the Tennessee Uniform Partnership Act, as amended.

"Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Partner is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(l) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Regulations Sections 1.704-l(b)(2)(ii)(d)(4), 1.704-l(b)(2)(ii)(d)(5), and 1.704-l(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-l(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Cash Flow" with respect to any Partnership fiscal period shall mean all cash receipts of the Partnership during such fiscal period (other than contributions to Partnership's business) less (i) all Partnership cash disbursements during such fiscal period determined by the Partner in their sole discretion to be reasonably necessary for the conduct of the Partnership's business, (ii) such reserves established by the Partners in their sole discretion during such fiscal period for anticipated Partnership expenses or Partnership debt repayments and (iii) any cash amounts reinvested in the Partnership as determined by the Partners in their sole discretion during such fiscal period for anticipated Partnership expenses or Partnership debt repayments. Cash Flow also shall include any other Partnership funds, including any amounts previously set aside as reserves by the Partners, no longer deemed by the Partners to be necessary for the conduct of the Partnership's business.

"Capital Account" means, with respect to any Partner, the Capital Account maintained for such Partner in accordance with the following provisions:

(i) To each Partner's Capital Account there shall be credited the amount of cash and the initial Gross Asset Value of any property contributed to the Partnership by such Partner, such Partner's distributive share of Profits, and any items in the nature of income or gain that are specially allocated pursuant to Section 12.2 or Section 12.3 of this Agreement, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Property distributed to such Partner.

(ii) From each Partner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Partner pursuant to any provision of this Agreement, such Partner's distributive share of Losses, and any items in the nature of loss or deduction specially allocated pursuant to Section 12.2 or Section 12.3, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

In the event any Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-l(b) and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Partners shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating

to liabilities which are secured by contributions or distributed property or which are assumed by the Partnership), are computed in order to comply with such Regulations, the Partners may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Partner upon the dissolution of the Partnership. The Partners also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the respective Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-l(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b), provided that, to the extent that any such adjustment is inconsistent with other provisions of this Agreement and would have a material adverse effect on any Partner, such adjustment shall require the consent of such Partner.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any corresponding provisions of succeeding law.

"Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation will be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis. Notwithstanding the foregoing, if an asset has a zero basis for federal income tax purposes at the beginning of such Fiscal Year, depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Partners.

"Fiscal Year" shall have the meaning set forth in Section 15.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership will be the gross fair market value of such asset, as set forth on Exhibit A to this Agreement;

(ii) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the Partners, as of the following times:

(A) Upon the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution if the Partners reasonably determine that such an adjustment is necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;

(B) Upon the distribution by the Partnership to a Partner of more than a de minimis amount of any Property as consideration for an

Interest in the Partnership if the Partners reasonably determine that such an adjustment is necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership; and

(C) Upon the liquidation of the Partnership within the meaning of Regulations Section 1.704-(l)(b)(2)(ii)(g), other than a liquidation caused by a termination under Code Section 708(b)(1)(B) that does not result in the dissolution of the Partnership under Section 17.1.

(iii) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and

(iv) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-l(b)(2)(iv)(m) and Subparagraph (vi) of the definition of "Profits" and "Losses" or Section 12.2(g); provided, however, that Gross Asset Values shall not be adjusted pursuant to this Subparagraph (iv) to the extent that the Partners determine that an adjustment pursuant to Subparagraph (ii) above is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this Subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Subparagraphs (i), (ii) or (iv) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses. The initial Gross Asset Value of the contributed assets is set forth on Exhibit A.

"Interest" shall mean, when used with reference to any person, the entire ownership interest of such person in income, gains, losses, deductions, tax credits, distributions and assets of the Partnership, and all other rights and obligations of such person in the Partnership under the terms and provisions of this Agreement and the Act.

"Nonrecourse Deductions" has the same meaning of such term set forth in Regulations Sections 1.704-2(b)(l) and 1.704-2(c).

"Nonrecourse Liability" has the same meaning of such term set forth in Regulations Section 1.704-2(b)(3).

"Partner Nonrecourse Debt" has the same meaning of such term set forth in Regulations Section 1.704-2(b)(4).

"Partner Nonrecourse Debt Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

"Partnership" shall mean the general partnership created under this Agreement and the partnership continuing the business of this Partnership in the event of a technical dissolution.

"Partnership Minimum Gain" has the same meaning of such term set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"Percentage Interest" has the meaning of such term set forth in Section 10.1(b).

"Profits" and "Losses" means, for each Fiscal Year, an amount equal to the Partnership's taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be added to such taxable income or loss;

(ii) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-(l)(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Subparagraphs (ii) or (iii) of the definition of "Gross Asset Value," the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(iv) Gain or loss resulting from any disposition of any property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year, computed in accordance with the definition of "Depreciation" hereof;

(vi) To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or 743(b) is required to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Partner's Interest in accordance with Regulations Section 1.704-l(b)(2)(iv)(m)(4), the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses;

(vii) Any items that are specially allocated pursuant to Section 12.2 and Section 12.3 hereof shall not be taken into account in computing Profits or Losses.

"Property" shall mean, as the case may be, any or all real and personal property, whether tangible or intangible, owned by the Partnership and all improvements thereto.

"Regulations" shall mean the Treasury Regulations promulgated under the Code, as such Treasury Regulations may be amended or modified from time to time (including corresponding provisions of succeeding regulations).

2. Formation of General Partnership. The parties to this Agreement hereby form a general partnership pursuant to the provisions of the Act and upon the terms, covenants and conditions hereinafter set forth.

3. Name of the Partnership. The name of the Partnership is "BHC of Indiana, General Partnership." The Partnership may employ or use a trade name other than the name of the Partnership for itself, any facilities owned, operated or managed by the Partnership or any services or lines of business of the Partnership. Any such trade name shall be selected by the Partners.

4. Names and Addresses of the Partners. The names and addresses of the Partners are listed on Exhibit B, attached hereto and herein incorporated by this reference, as the same may be amended from time to time, or at any time.

5. Purpose of Partnership. The Partnership has been formed for the purpose of consolidating control of the operations of the inpatient psychiatric hospitals of Nl-Sub, Columbus-Sub, Lebanon-Sub and VV-Sub. The Partnership may engage in any and all other activities as may be necessary, incidental or convenient to carrying out the business of the Partnership as contemplated by this Agreement.

6. [Reserved]

7. Place of Business. The principal office of the Partnership shall be located at 367 South Gulph Road King of Prussia, PA 19406, or at such other place as shall be agreed upon by a majority of the Partners from time to time.

8. Term. The Partnership commenced on June 30, 1998, and shall continue until June 30, 2028, or such other date as the Partners mutually agree.

9. Management. (a) The general management and determination of all questions relating to the affairs and policies of the Partnership, except for questions relating to the medical standards and medical policies of the Hospitals, shall be decided by a majority vote of the Partners.

10. Capital Contributions and Percentage Interest.

10.1 (a) Initial Capital Contribution. As of June 30, 1998, each Partner made an initial capital contribution to the Partnership consisting of all the assets with agreed upon initial Gross Asset Values as set forth on Exhibit A. In addition, the Partners transferred to the Partnership any liabilities set forth on Exhibit A. The Partnership will assume or take subject to, as appropriate, such liabilities. Such assets and liabilities have an agreed upon net value as set forth on Exhibit A.

(b) Percentage Interest. The Partners have agreed to allocate Profits and Losses of the Partnership and distributions of Cash Flow (other than liquidating distributions) between the Partners according to the percentages (the "Percentage Interest") set forth on Exhibit C attached to this Agreement. The Percentage Interests will be maintained as set forth on Exhibit C unless modified in writing and signed by each of the Partners. The Partners all share in the capital of the Partnership based upon their respective Capital Account balances.

10.2 Additional Obligations. Any Partner may make further contributions to the Partnership. No Partner shall be obligated to make additional capital contributions to the Partnership or guarantee any indebtedness of the Partnership under this Agreement.

10.3 No or Limited Negative Capital Account Make Up. No Partner shall have an obligation to restore a negative Capital Account balance during the existence of the Partnership or upon the dissolution or termination of the Partnership.

10.4 Loans. Any Partner may, subject to the provisions of this Section 10.4, make loans or advance money to the Partnership if requested to do so by the Partners. These loans or advances shall not constitute an increase in the Capital Account or Percentage Interest of the lending Partner. The amount of any loan or advance shall be a liability of the Partnership to the lending Partner and shall be repayable upon such terms and conditions as may be agreed to by the lending Partner and the Partners; provided that such terms shall be as if they were negotiated at arm's length and shall otherwise be commercially reasonable.

11. Capital Account. As further provided for in Section 1 of this Agreement, the Partnership shall maintain a Capital Account for each Partner in accordance with the capital accounting rules of Regulations Section 1.704-l(b) for the entire term of the Partnership.

12. Allocations.

12.1 Profits and Losses. After giving effect to the special allocations set forth in Sections 12.2 and 12.3 for any Fiscal Year, Profits and Losses for any Fiscal Year will be allocated in accordance with the Partners' Percentage Interests.

12.2 Special Allocations. The following special allocations will be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(f), notwithstanding any other provision of this Section 12, if there is a

net decrease in Partnership Minimum Gain during any Fiscal Year, each Partner shall be specifically allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to the Partner's share of the net decrease in Partnership Minimum Gain as determined in accordance with Regulations Section 1.704-2(g). Allocations made in accordance with the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items allocated under this Section 12.2(a) shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 12.2(a) is intended to comply with the minimum gain chargeback requirement in Regulations 1.704-2(f) and shall be interpreted consistently therewith.

(b) Partner Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Section 12, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Fiscal Year, each Partner, who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Deduction as determined in accordance with Regulations Section 1.704-2(i)(5), shall be specifically allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to the Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, as determined in accordance with Regulations Section 1.704-2(i)(4). Allocations made in accordance with the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items allocated under this Section 12.2(b) shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 12.2(b) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. If any Partner unexpectedly receives a distribution, allocation, or adjustment described in Regulations Sections 1.704-l(b)(2)(ii)(d)(4), 1.704-l(b)(2)(ii)(d)(5), or 1.704-l(b)(2)(ii)(d)(6), items of Partnership income and gain shall be made specifically to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of each such Partner as quickly as possible. An allocation made pursuant to this Section 12.2(c) shall be made only if, and to the extent that, each such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in Section 12 have been tentatively made as if this Section 12.2(c) were not in the Agreement.

(d) Gross Income Allocation. In the event a Partner has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Partner is obligated to restore in accordance with any provision of this Agreement, and (ii) the amount such Partner is deemed to be obligated to restore in accordance with the penultimate sentences of Regulations Sections 1.704-2(g)(l) and 1.704-2(i)(5), each such Partner shall be specifically allocated items of Partnership income and gain in the amount of such excess as quickly as possible. An allocation made in accordance with this Section 12.2(d) shall be made only if and to the extent that such Partner would have a

deficit Capital Account in excess of such sum after all other allocations provided for in this Section 12 have been made as if Sections 12.2(c) and 12.2(d) were not in this Agreement.

(e) Partner Nonrecourse Deductions. In accordance with Regulations Section 1.704-2(i)(l), any Partner Nonrecourse Deductions for any Fiscal Year shall be specifically allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable.

(f) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specifically allocated among the Partners in proportion to the Partners' Percentage Interests. Solely for purposes of determining a Partner's proportionate share of the "excess nonrecourse liabilities" of the Partnership within the meaning of Regulations Section 1.752-3(a)(3), the Partners' interests in Partnership profits are in proportion to their Percentage Interests.

(g) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or 743(b) is required to be taken into account in determining Capital Accounts as a result of a distribution to a Partner in complete liquidation of its Interest in accordance with Regulations Sections 1.704-l(b)(2)(iv)(m)(2) or 1.704-l(b)(2)(iv)(m)(4), the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specifically allocated to the Partners in accordance with their interests in the Partnership in the event Regulations Section 1.704-l(b)(2)(iv)(m)(2) applies, or to the Partner to whom such distribution was made in the event Regulations Section 1.704-l(b)(2)(iv)(m)(4) applies.

(h) Allocations Upon Liquidation. Upon the liquidation of the Partnership, including the sale of all or substantially all of the Partnership's assets, income and loss shall be allocated among the Partners to cause the ending Capital Account balance of each Partner to be, as near as reasonably practicable, in proportion to the respective Percentage Interest of each Partner.

12.3 Curative Allocations. The allocations set forth in Sections 12.2(a)-(g) (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Partners that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other Partnership income, gain, loss, or deduction pursuant to this Section 12.3.

12.4 Tax Allocations: Code Section 704(c)

(a) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to contributed assets shall be, solely for tax purposes, allocated among the Partners so as to take account of any variation between the adjusted basis of such asset to the Partnership for federal income tax purposes and its initial Gross Asset Value as set forth on Exhibit A.

(b) In the event that the Gross Asset Value of any Partnership asset is adjusted pursuant to Subparagraph (ii) of the definition of "Gross Asset Value" set forth in Section 1, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted tax basis of such asset and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

(c) Allocations pursuant to this Section 10.4 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any person's Capital Account or share of Profits and Losses, other items, or distributions pursuant to any provision of this Agreement.

13. DISTRIBUTIONS

13.1 Cash Flow. The Cash Flow of the Partnership shall be distributed in proportion to the Partner's capital accounts. "Cash Flow of the Partnership" means all cash funds of the Partnership on hand at the end of each calendar quarter less (i) provision for payment of all outstanding and unpaid current cash obligations of the Partnership at the end of such quarter (including those which are in dispute), (ii) provision for payment of any indebtedness of the Partnership when and as the payments are required (including both interest and principal), and (iii) provisions for adequate reserves as determined by the Partners for reasonably anticipated cash expenses and contingencies (which may include debt service on Partnership indebtedness), but without deduction for depreciation and other noncash expenses.

14. Additional Funds and Adjustments. (a) Call for Funds. The Partners recognize that additional funds may be required for the operations of the Hospitals. The funds may be obtained by cash contributions of the Partners or by loans obtained by the Partnership or by any other means. When additional funds by way of cash contributions to capital are required to meet current Partnership obligations or to pay operating costs, the additional funds shall be called for and shall be contributed by the Partners in proportion to their Percentage Interest in the Partnership. Such contribution shall be in cash.

(b) Contributions for Defaulting Partner. If any Partner is unable or unwilling to make any or all of its proportionate contribution, then the non-defaulting Partners may, in addition to pursuing any other remedies which may be available, make contributions in excess of their proportionate shares (the "Excess Contribution"). If the non-defaulting Partners make Excess Contributions, then an adjustment shall be made to the Partners' capital accounts, and each Partner's share in the profits, losses and Cash Flow of the Partnership shall be adjusted accordingly. If, within 90 days from the date the non-defaulting Partners make an Excess Contribution, the defaulting Partner pays to the non-defaulting Partners an amount equal to the Excess Contribution, plus interest at 2% per annum more than the prime rate of interest as reported by *The Wall Street Journal*, but not more than the maximum rate allowed by law, then the Partners' capital accounts shall be adjusted for the reimbursement of the Excess Contribution (excluding interest), and each Partner's share in the profits, losses and Cash Flow of the Partnership shall be adjusted accordingly.

15. Books of Account. The Partnership books and records shall be maintained at the principal office of the Partnership, and each Partner shall have access thereto at all reasonable times. The books and records shall be kept by the Partners in accordance with generally accepted accounting principles consistently applied for financial reporting purposes and shall reflect all Partnership transactions and be appropriate and adequate for the Partnership's business. The Partners shall also keep adequate federal income tax records. The fiscal year of the Partnership shall be the calendar year. The books shall be closed and balanced at the end of each fiscal year.

16. Banking. The Partners shall cause the funds of the Partnership to be deposited in such bank account as they shall designate, and withdrawals shall be made upon such signatures as the Partners shall authorize.

17. Termination of the Partnership. Upon termination of the Partnership as determined by the Partners, a full and general accounting shall be taken of the Partnership business and the affairs of the Partnership shall be completed. Any profits or losses incurred since the previous accounting shall be divided among the Partners and shall be added to the distribution made to the Partners. The Partners shall wind up and liquidate the Partnership by selling the Partnership assets, and, after the payment of the Partnership liabilities, expenses and fees incurred in connection with such liquidation, distributing the proceeds thereof in cash to the Partners in accordance with their ending capital account balances in the Partnership.

18. Dissolution. Except as otherwise expressly provided in this Partnership Agreement, dissolution of the Partnership shall be subject to the provisions of the Act, as now or hereafter constituted or substituted. Unless otherwise required by law or by court order and subject to the provisions of this Section 18, the Partnership's business shall not terminate upon the occurrence of any event causing any dissolution of the Partnership. Any successor by the operation of law to a Partner's interest shall be deemed as an assignee having the rights which an assignee of such Partner's interest would have under the provisions of the Act.

19. Notices. All notices, consents and other instruments hereunder shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and shall be directed to the parties hereto at the following addresses or at the last addresses of the parties furnished by them in writing to the Partners.

If to Nl-Sub: Northern Indiana Partners, LLC
367 South Gulph Road
King of Prussia, PA 19406

If to Columbus-Sub: Columbus Hospital Partners, LLC
367 South Gulph Road
King of Prussia, PA 19406

If to Valle Vista-Sub: Valle Vista Hospital Partners, LLC
367 South Gulph Road
King of Prussia, PA 19406

If to Lebanon-Sub Lebanon Hospital Partners, LLC
367 South Gulph Road
King of Prussia, PA 19406

20. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns and controlled or controlling affiliates.

21. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Parties have executed this Agreement of General Partnership as of the date first above written.

PARTNERS:

BHC OF INDIANA, GENERAL PARTNERSHIP

By: Columbus Hospital Partners, LLC
Its General Partner

By: Lebanon Hospital Partners, LLC
Its General Partner

By: Northern Indiana Partners, LLC
Its General Partner

By: Valle Vista Hospital Partners, LLC
Its General Partner

By: BHC Healthcare, LLC
The Sole Member of each of the above General Partners

By: BHC Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Computation of Percentage Ownership in BHC of Indiana, General Partnership

	Columbus	Lebanon	Northern Indiana	Valle Vista	Total
FMV Assets Transferred (Gross Asset Value)	5,311,524	2,783,891	8,668,460	16,819,783	33,583,658
FMV Liabilities Transferred	2.247.754	760,650	7.908.935	6.754,351	17,671,690
FMV of Net Assets Transferred	3.063.770	2.023.241	759.525	10.065.432	15.911.968
Partnership Capital Interest Percentage	19%	13%	5%	63%	100%
Profit/Loss Sharing Percentage	19%	13%	5%	63%	100%

EXHIBIT B

The names and addresses of the Partners of BHC of Indiana, General Partnership are as follows:

Northern Indiana Partners, LLC
367 South Gulph Road
King of Prussia, PA 19406

Columbus Hospital Partners, LLC
367 South Gulph Road
King of Prussia, PA 19406

Valle Vista Hospital Partners, LLC
367 South Gulph Road
King of Prussia, PA 19406

Lebanon Hospital Partners, LLC
367 South Gulph Road
King of Prussia, PA 19406

EXHIBIT C

The Partnership Percentage of each of the Partners is as follows:

	Partner	Partnership Percentage
1.	Northern Indiana Partners, LLC	5%
2.	Columbus Hospital Partners, LLC	19%
3.	Lebanon Hospital Partners, LLC	13%
4.	Valle Vista Hospital Partners, LLC	63%

Exhibit 3.45

CHARTER
OF
BHC PINNACLE POINTE HOSPITAL, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 48-12-101 of the Tennessee Business Corporation Act (the "Act"), adopts the following charter for such corporation:

1. Name. The name of the corporation is BHC Pinnacle Pointe Hospital, Inc. (the "Corporation").

2. Registered Office and Registered Agent. The address of the registered office of the Corporation in Tennessee is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205. The Corporation's registered agent at the registered office is Michael E. Davis.

3. Incorporator. The name and address of the sole incorporator of the Corporation is William F. Carpenter III, 511 Union Street, Suite 2100, Nashville, Davidson County, Tennessee 37219.

4. Principal Office. The address of the principal office of the Corporation is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205.

5. Corporation for Profit. The Corporation is for profit.

6. Authorized Shares. The Corporation shall have authority, acting by its board of directors, to issue not more than one thousand (1,000) shares of common stock, each share without par value ("Common Stock"). All shares of Common Stock shall be one and the same class and when issued shall have equal rights of participation in dividends and assets of the Corporation and shall be non-assessable. Each outstanding share of Common Stock shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

7. Limitation on Directors' Liability.

(a) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act, as amended from time to time.

(b) If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8. Indemnification.

(a) The Corporation 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 completed 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him 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 Corporation 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, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation against such indemnitee; or (2) if a judgment or other final adjudication adverse to the indemnitee establishes his liability for (i) any breach of the duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act.

(b) The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are intended to be greater than those which are otherwise provided for in the Act, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to paragraph 8(a), are mandatory, notwithstanding a person's failure to meet the standard conduct required for permissive indemnification under the Act, as amended from time to time. The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are nonexclusive of other similar rights which may be granted by law, this Charter, the bylaws, a resolution of the board of directors or shareholders of the Corporation, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(c) Any repeal or modification of the provisions of this paragraph 8, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of

such repeal or modification. In addition, if an amendment to the Act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 8 which occur subsequent to the effective date of such amendment.

9. Express Powers of Board of Directors. In furtherance of and not in limitation of the powers conferred by statute, the Corporation is expressly authorized, acting upon the authority of the board of directors and without the approval of the shareholders, to:

(a) Issue shares of any class or series as a share dividend in respect of shares of the same class or series or any other class or series;

(b) Fix or change the number of directors, including an increase or decrease in the number of directors;

(c) Determine, establish or modify, in whole or in part, the preferences, limitations and relative rights of (i) any class of shares before the issuance of any shares of that class, or (ii) one or more series within a class before the issuance of any shares of that series. The board of directors is further authorized to amend this Charter, without shareholder action, to set forth such preferences, limitations and relative rights; and

(d) Determine, in accordance with law, the method by which vacancies occurring on the board of directors are to be filled.

10. Removal of Directors for Cause. Directors may be removed for cause by a vote of a majority of the entire board of directors.

11. Consideration of Non-Shareholder Constituencies. In considering whether or not to approve, or to recommend that the shareholders approve, any proposed merger, exchange, tender offer or significant disposition of assets or to oppose such proposal, the board of directors may consider the effect of such proposed merger, exchange, tender offer or significant disposition of assets on the Corporation's employees, customers, suppliers and the communities in which the Corporation and its subsidiaries operate or are located.

/s/ William F. Carpenter III
William F. Carpenter III
Incorporator

Dated: October 16, 1996

Exhibit 3.46

AMENDED AND RESTATED

BY LAWS

OF

BHC PINNACLE POINTE HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be BHC Pinnacle Pointe Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

CHARTER
OF
BHC PROPERTIES, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 48-12-101 of the Tennessee Business Corporation Act (the "Act"), adopts the following charter for such corporation:

1. Name. The name of the corporation is BHC Properties, Inc. (the "Corporation").

2. Registered Office and Registered Agent. The address of the registered office of the Corporation in Tennessee is 102 Woodmont Boulevard, Suite 500, Nashville, Tennessee 37205. The Corporation's registered agent at the registered office is Michael E. Davis.

3. Incorporator. The name and address of the sole incorporator of the Corporation is William F. Carpenter III, 511 Union Street, Suite 2100, Nashville, Tennessee 37219.

4. Principal Office. The address of the principal office of the Corporation is 102 Woodmont Boulevard, Suite 500, Nashville, Tennessee 37215.

5. Corporation for Profit. The Corporation is for profit.

6. Authorized Shares. The Corporation shall have authority, acting by its board of directors, to issue not more than one thousand (1,000) shares of common stock, each share without par value ("Common Stock"). All shares of Common Stock shall be one and the same class and when issued shall have equal rights of participation in dividends and assets of the Corporation and shall be non-assessable. Each outstanding share of Common Stock shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

7. Limitation on Directors' Liability.

(a) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act, as amended from time to time.

(b) If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal

or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8. Indemnification.

(a) The Corporation 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 completed 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him 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 Corporation 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, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation against such indemnitee; or (2) if a judgment or other final adjudication adverse to the indemnitee establishes his liability for (i) any breach of the duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act.

(b) The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are intended to be greater than those which are otherwise provided for in the Act, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to paragraph 8(a), are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the Act, as amended from time to time. The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are nonexclusive of other similar rights which may be granted by law, this Charter, the bylaws, a resolution of the board of directors or shareholders of the Corporation, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(c) Any repeal or modification of the provisions of this paragraph 8, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification. In addition, if an amendment to the Act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to

indemnification under this paragraph 8 which occur subsequent to the effective date of such amendment.

9. Express Powers of Board of Directors. In furtherance of and not in limitation of the powers conferred by statute, the Corporation is expressly authorized, acting upon the authority of the board of directors and without the approval of the shareholders, to:

(a) Issue shares of any class or series as a share dividend in respect of shares of the same class or series or any other class or series;

(b) Fix or change the number of directors, including an increase or decrease in the number of directors;

(c) Determine, establish or modify, in whole or in part, the preferences, limitations and relative rights of (i) any class of shares before the issuance of any shares of that class, or (ii) one or more series within a class before the issuance of any shares of that series. The board of directors is further authorized to amend this Charter, without shareholder action, to set forth such preferences, limitations and relative rights; and

(d) Determine, in accordance with law, the method by which vacancies occurring on the board of directors are to be filled.

10. Removal of Directors for Cause. Directors may be removed for cause by a vote of a majority of the entire board of directors.

11. Consideration of Non-Shareholder Constituencies. In considering whether or not to approve, or to recommend that the shareholders approve, any proposed merger, exchange, tender offer or significant disposition of assets or to oppose such proposal, the board of directors may consider the effect of such proposed merger, exchange, tender offer or significant disposition of assets on the Corporation's employees, customers, suppliers and the communities in which the Corporation and its subsidiaries operate or are located.

William F. Carpenter III
Incorporator

Dated: November 6, 1996

ARTICLES OF CONVERSION
OF
BHC PROPERTIES, INC.

RECEIVED
STATE OF TENNESSEE
2005 SEP 29 AM 11:36
FILED
SECRETARY OF STATE

Pursuant to the provisions of Section 48-21-111 of the Tennessee Business Corporation Act, BHC Properties, Inc., a Tennessee corporation (the "Company") hereby adopts the following Articles of Conversion:

1. The Company will be converted to a limited liability company from a corporation effective at 11:59 p.m. on September 30, 2005.

2. The name of the Company was BHC Properties, Inc. and the principal address of the Company was 840 Crescent Centre Drive, Suite 460, Franklin, Williamson County, Tennessee 37067.

3. The Plan of Conversion attached hereto as Exhibit A is incorporated herein by reference.

4. The terms and conditions of the conversion have been approved by the Company's sole shareholder.

5. The Articles of Organization of the limited liability company satisfy Section 48-205-101 of the Tennessee Limited Liability Company Act and are included in their entirety in the Plan of Conversion.

6. At the time of the conversion, there will be one (1) member of the limited liability company.

September 28, 2005.

BHC PROPERTIES, INC.

By: _____
Steven T. Davidson
Vice President

1147507.2

EXHIBIT A

Plan of Conversion

See attached.

PLAN OF CONVERSION
OF
BHC PROPERTIES, INC.

Pursuant to the provisions of Section 48-21-111 of the Tennessee Business Corporation Act, BHC Properties, Inc., a Tennessee corporation (the "Company"), hereby converts from a corporation into a limited liability company pursuant to the terms and conditions set forth herein:

1. Conversion of the Company into a Limited Liability Company

(a) The Company, by the filing of the Articles of Conversion, will convert from a corporation into a limited liability company. The name of the limited liability company into which the Company will be converted is BHC Properties, LLC (the "LLC").

(b) At 11:59 p.m. on September 30, 2005 (the "Effective Time"), all of the shares held by the sole shareholder of the Company shall, by virtue of the conversion and without any action on the part of such shareholder, be converted into 100% of the membership interests of the LLC. At the conclusion of the conversion, the ownership of the LLC shall be identical to the ownership of the Company immediately prior to the conversion.

(c) As a result of the conversion and without any action on the part of the Company's sole shareholder, at the Effective Time, all shares of the Company shall cease to be outstanding, shall be canceled and retired and shall cease to exist, and the Company's sole shareholder shall thereafter cease to have any rights with respect to such shares, except the right to retain 100% of the membership interests of the LLC.

2. Articles of Organization

The contents of the Articles of Organization for the LLC are set forth on Exhibit A attached hereto.

3. Approval of the Conversion

(a) This Plan of Conversion was duly approved and adopted by a unanimous vote of the directors of the Company on September 28, 2005.

(b) This Plan of Conversion was duly approved and adopted by the vote of the sole shareholder of the Company on September 28, 2005.

4. Adoption of the Operating Agreement

The approval and adoption of the terms and conditions set forth in this Plan of Conversion and in the Articles of Conversion shall be deemed to be an execution of the operating agreement by the sole member of the LLC.

5. Effective Date

The conversion shall become effective at the Effective Time, as defined in Section 1(b) of this Plan of Conversion.

EXHIBIT A

Articles of Organization

Name

The name of the limited liability company is BHC Properties, LLC (the "LLC").

Registered Office and Agent

The address of the registered office is 840 Crescent Centre Drive, Suite 466, Williamson County, Franklin, Tennessee 37067. The name of the initial registered agent is Rulon M. Briscoe.

Organizer

John J. Faldetta, Jr., Esq., whose address is 511 Union Street, Suite 2700, Nashville, Davidson County, Tennessee 37219-1760, is the organizer of the LLC.

Number of Members

At the date of the filing of the Articles of Conversion, there is one (1) member.

Date of Formation

The existence of the LLC is to begin at the Effective Time, which is 11:59 p.m. on September 30, 2005.

Management

The LLC shall be member-managed. The business of the LLC shall be conducted under the management of its sole member in accordance with the LLC's operating agreement and the Tennessee Limited Liability Company Act.

Principal Executive Office

The principal executive office of the LLC is 840 Crescent Centre Drive, Suite 460, Franklin, Williamson County, Tennessee 37067.

CERTIFICATE OF FORMATION
OF
BHC PROPERTIES, LLC

RECEIVED
STATE OF TENNESSEE
2005 SEP 29 PM 3:51
RILEY DARNELL
SECRETARY OF STATE

Pursuant to the provisions of §48-203-102 of the Tennessee Limited Liability Company Act, the undersigned hereby submits the following statement.

1. The limited liability company will be formed at 11:59 p.m. on September 30, 2005.

Signature Date: September 28, 2005

BHC PROPERTIES, LLC

John J. Faldetta, Jr., Authorized Person

1147307.3

Exhibit 3.48

BHC PROPERTIES, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by Behavioral Healthcare LLC., a Delaware limited liability company and the sole member (the "Managing Member") of BHC PROPERTIES, LLC, a Tennessee limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Tennessee (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") of the State and entering into an Operating Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Member" means the Managing Member and any Person who subsequently is admitted as a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on November 8, 1996. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "BHC PROPERTIES, LLC" The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be CT Corporation System located at 800 S. Gay Street, Suite 2021, Knoxville, TN 37929-9710.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Behavioral Healthcare LLC

By: BHC Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

CHARTER
OF
BHC SIERRA VISTA HOSPITAL, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 48-12-101 of the Tennessee Business Corporation Act (the "Act"), adopts the following charter for such corporation:

1. Name. The name of the corporation is BHC Sierra Vista Hospital, Inc. (the "Corporation").

2. Registered Office and Registered Agent. The address of the registered office of the Corporation in Tennessee is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205. The Corporation's registered agent at the registered office is Michael E. Davis.

3. Incorporator. The name and address of the sole incorporator of the Corporation is William F. Carpenter III, 511 Union Street, Suite 2100, Nashville, Davidson County, Tennessee 37219.

4. Principal Office. The address of the principal office of the Corporation is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205.

5. Corporation for Profit. The Corporation is for profit.

6. Authorized Shares. The Corporation shall have authority, acting by its board of directors, to issue not more than one thousand (1,000) shares of common stock, each share without par value ("Common Stock"). All shares of Common Stock shall be one and the same class and when issued shall have equal rights of participation in dividends and assets of the Corporation and shall be non-assessable. Each outstanding share of Common Stock shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

7. Limitation on Directors' Liability.

(a) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act, as amended from time to time.

(b) If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8. Indemnification.

(a) The Corporation 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 completed 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him 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 Corporation 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, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation against such indemnitee; or (2) if a judgment or other final adjudication adverse to the indemnitee establishes his liability for (i) any breach of the duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act.

(b) The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are intended to be greater than those which are otherwise provided for in the Act, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to paragraph 8(a), are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the Act, as amended from time to time. The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are nonexclusive of other similar rights which may be granted by law, this Charter, the bylaws, a resolution of the board of directors or shareholders of the Corporation, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(c) Any repeal or modification of the provisions of this paragraph 8, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of

such repeal or modification. In addition, if an amendment to the Act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 8 which occur subsequent to the effective date of such amendment.

9. Express Powers of Board of Directors. In furtherance of and not in limitation of the powers conferred by statute, the Corporation is expressly authorized, acting upon the authority of the board of directors and without the approval of the shareholders, to:

(a) Issue shares of any class or series as a share dividend in respect of shares of the same class or series or any other class or series;

(b) Fix or change the number of directors, including an increase or decrease in the number of directors;

(c) Determine, establish or modify, in whole or in part, the preferences, limitations and relative rights of (i) any class of shares before the issuance of any shares of that class, or (ii) one or more series within a class before the issuance of any shares of that series. The board of directors is further authorized to amend this Charter, without shareholder action, to set forth such preferences, limitations and relative rights; and

(d) Determine, in accordance with law, the method by which vacancies occurring on the board of directors are to be filled.

10. Removal of Directors for Cause. Directors may be removed for cause by a vote of a majority of the entire board of directors.

11. Consideration of Non-Shareholder Constituencies. In considering whether or not to approve, or to recommend that the shareholders approve, any proposed merger, exchange, tender offer or significant disposition of assets or to oppose such proposal, the board of directors may consider the effect of such proposed merger, exchange, tender offer or significant disposition of assets on the Corporation's employees, customers, suppliers and the communities in which the Corporation and its subsidiaries operate or are located.

William F. Carpenter III
Incorporator

Dated: October 16, 1996

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12105316

Exhibit 3.50

AMENDED AND RESTATED

BY LAWS

OF

BHC SIERRA VISTA HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be BHC Sierra Vista Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

3125 1932

CHARTER
OF
BHC STREAMWOOD HOSPITAL, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 48-12-101 of the Tennessee Business Corporation Act (the "Act"), adopts the following charter for such corporation:

1. Name. The name of the corporation is BHC Streamwood Hospital, Inc. (the "Corporation").

2. Registered Office and Registered Agent. The address of the registered office of the Corporation in Tennessee is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205. The Corporation's registered agent at the registered office is Michael E. Davis.

3. Incorporator. The name and address of the sole incorporator of the Corporation is William F. Carpenter III, 511 Union Street, Suite 2100, Nashville, Davidson County, Tennessee 37219.

4. Principal Office. The address of the principal office of the Corporation is 102 Woodmont Boulevard, Suite 500, Nashville, Davidson County, Tennessee 37205.

5. Corporation for Profit. The Corporation is for profit.

6. Authorized Shares. The Corporation shall have authority, acting by its board of directors, to issue not more than one thousand (1,000) shares of common stock, each share without par value ("Common Stock"). All shares of Common Stock shall be one and the same class and when issued shall have equal rights of participation in dividends and assets of the Corporation and shall be non-assessable. Each outstanding share of Common Stock shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

7. Limitation on Directors' Liability.

(a) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act, as amended from time to time.

(b) If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8. Indemnification.

(a) The Corporation 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 completed 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him 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 Corporation 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, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation against such indemnitee; or (2) if a judgment or other final adjudication adverse to the indemnitee establishes his liability for (i) any breach of the duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act.

(b) The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are intended to be greater than those which are otherwise provided for in the Act, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to paragraph 8(a), are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the Act, as amended from time to time. The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are nonexclusive of other similar rights which may be granted by law, this Charter, the bylaws, a resolution of the board of directors or shareholders of the Corporation, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(c) Any repeal or modification of the provisions of this paragraph 8, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of

such repeal or modification. In addition, if an amendment to the Act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 8 which occur subsequent to the effective date of such amendment.

9. Express Powers of Board of Directors. In furtherance of and not in limitation of the powers conferred by statute, the Corporation is expressly authorized, acting upon the authority of the board of directors and without the approval of the shareholders, to:

(a) Issue shares of any class or series as a share dividend in respect of shares of the same class or series or any other class or series;

(b) Fix or change the number of directors, including an increase or decrease in the number of directors;

(c) Determine, establish or modify, in whole or in part, the preferences, limitations and relative rights of (i) any class of shares before the issuance of any shares of that class, or (ii) one or more series within a class before the issuance of any shares of that series. The board of directors is further authorized to amend this Charter, without shareholder action, to set forth such preferences, limitations and relative rights; and

(d) Determine, in accordance with law, the method by which vacancies occurring on the board of directors are to be filled.

10. Removal of Directors for Cause. Directors may be removed for cause by a vote of a majority of the entire board of directors.

11. Consideration of Non-Shareholder Constituencies. In considering whether or not to approve, or to recommend that the shareholders approve, any proposed merger, exchange, tender offer or significant disposition of assets or to oppose such proposal, the board of directors may consider the effect of such proposed merger, exchange, tender offer or significant disposition of assets on the Corporation's employees, customers, suppliers and the communities in which the Corporation and its subsidiaries operate or are located.

W. F. Carpenter III
Incorporator

Dated: October 16, 1996

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12101516

Exhibit 3.52

AMENDED AND RESTATED

BY LAWS

OF

BHC STREAMWOOD HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be BHC Streamwood Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

CHARTER
OF
BRENTWOOD ACQUISITION, INC.

The undersigned, acting as the incorporator of a corporation under the Tennessee Business Corporation Act, as amended (the "Act"), adopts the following charter for such corporation:

1. The name of the corporation (hereinafter called the "Corporation") is:

Brentwood Acquisition, Inc.

2. The Corporation is for profit.

3. The street address of the Corporation's principal office is:

315 Deaderick Street, Suite 2700
Nashville, TN 37238
County of Davidson

4. (a) The name of the Corporation's initial registered agent is National Registered Agents, Inc..

(b) The street address of the Corporation's initial registered office in Tennessee is:

1900 Church Street, Suite 400
Nashville, TN 37238
County of Davidson

5. The name and address of the incorporator is:

Melissa J. Hogan, Esq.
315 Deaderick Street, Suite 2700
Nashville, TN 37238
County of Davidson

6. The Corporation is organized to do any and all things and to exercise any and all powers, rights, and privileges that a corporation may now or hereafter be organized to do, or to exercise, under the Act.

7. The total number of shares of stock that the Corporation is authorized to issue is 1,000 shares of common stock, no par value per share.

8. The shareholders of the Corporation shall not have preemptive rights.

9. To the fullest extent permitted by the Act as in effect on the date hereof and as hereafter amended from time to time, a director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. If the Act or any successor statute is amended after adoption of this provision to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended from time to time. Any repeal or modification of this Article 9 by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

Dated: January 30, 2004

Melissa J. Hogan

Melissa J. Hogan, Incorporator

Exhibit 3.54

AMENDED AND RESTATED

BY LAWS

OF

BRENTWOOD ACQUISITION, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Brentwood Acquisition, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:49 PM 12/10/2003
FILED 05:42 PM 12/10/2003
SRV 030794749 - 3738179 FILE

CERTIFICATE OF INCORPORATION
OF
PSYCHIATRIC SOLUTIONS OF LOUISIANA, INC.

The undersigned person, in order to form a corporation under the General Corporation Law of the State of Delaware (the "General Corporation Law"), adopts the following Certificate of Incorporation for such corporation:

ARTICLE I

NAME

The name of the corporation is Psychiatric Solutions of Louisiana, Inc. (the "Corporation").

ARTICLE II

REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation in the State of Delaware is 9 East Loockerman Street, Suite 1B, Dover, County of Kent, Delaware 19901. The name of the registered agent of the Corporation in the State of Delaware at the registered office is National Registered Agents, Inc.

ARTICLE III

PURPOSES

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any and all lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware as now or hereinafter in force. The Corporation shall possess and exercise all of the powers and privileges granted by the General Corporation Law of the State of Delaware, by any other law or by this Certificate, together with all such powers and privileges incidental thereto as may be necessary or convenient to the conduct, promotion or attainment of the purposes of the Corporation.

ARTICLE IV

CAPITALIZATION

The Corporation shall have authority, acting by its Board of Directors, to issue one thousand (1,000) shares of common stock, all of such shares having a par value of $0.01 per share (the "Common Stock"), and such shares being entitled to one (1) vote per share on any matter on which shareholders of the Corporation are entitled to vote and such shares being entitled to participation in dividends and to receive the remaining net assets of the Corporation 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 the Common Stock.

ARTICLE V

INCORPORATOR

The name of the incorporator of the Corporation is Matt N. Thomson, Jr., Esq., and his address is 511 Union Street, Suite 2100, Nashville, County of Davidson, Tennessee 37219.

ARTICLE VI

BOARD OF DIRECTORS

(a) The initial members of the Board of Directors of the Corporation, who shall serve until the first annual meeting of the shareholders of the Corporation and until their successors are elected and qualified, are as follows:

Joey A. Jacobs
Steven T. Davidson
Both are located at: 113 Seaboard Lane, Suite C-100
Franklin, TN 37067

(b) The Board of Directors of the Corporation shall consist of not less than two (2) nor more than fifteen (15) directors, the exact number to be fixed and determined from time to time by resolution of a majority of the Board of Directors. Any vacancy arising from the early retirement of a director may be filled by the vote of the remaining directors or the shareholders and the term of any such director shall be for the balance of the term of the retiring director.

ARTICLE VII

LIMITATION ON PERSONAL LIABILITY OF DIRECTORS

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director except for liability: (a) for any breach of the director's duty of loyalty to the Corporation or its shareholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) under Section 174 of the General Corporation Law of Delaware (or the corresponding provision of any successor act or law); and (d) for any transaction from which the director derived an improper personal benefit. If the law of the State of Delaware is hereafter amended to authorize corporate action further limiting or eliminating the personal liability of directors or officers or expanding such liability, then the liability of directors or officers to the Corporation or its shareholders shall be limited or eliminated to the fullest extent permitted by law of the State of Delaware as so amended from time to time. Any repeal or modification of the provisions of this Article VII, either directly or by the adoption of an inconsistent provision of these Articles, shall be prospective only and shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification. In addition, if an

amendment to the General Corporation Law of the State of Delaware limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Article VII which occur subsequent to the effective date of such amendment.

ARTICLE VIII

INDEMNIFICATION

(a) The Corporation shall indemnify, and upon request shall advance expenses to, in the manner and to the fullest 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 completed 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 Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan (an "indemnitee"). The Corporation may, to the fullest extent permitted by law, purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan against any liability which may be asserted against such person. To the fullest extent permitted by law, the indemnification and advances provided for herein shall include expenses (including attorneys' fees), judgments, penalties, fines and amounts paid in settlement. The indemnification provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person for any such expenses (including attorneys' fees), judgments, fines and amounts paid in settlement to the fullest extent permitted by law, both as to action in his official capacity and as to action in another capacity while holding such office.

(b) Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee 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 secure a judgment in its favor against such indemnitee with respect to any claim, issue or matter as to which the indemnitee shall have been adjudged to be liable to the Corporation, unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such indemnitee is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) The rights to indemnification and advancement of expenses set forth in this Article VIII are intended to be greater than those which are otherwise provided for in the General Corporation Law of the State of Delaware, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to this Article VIII are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the General Corporation Law of the State of Delaware, as amended from time to time. The rights to indemnification and advancement of expenses set forth in this Article VIII above are nonexclusive of other similar rights which may be granted by law, these

Articles, the Bylaws, a resolution of the Board of Directors or shareholders or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(d) Any repeal or modification of the provisions of this Article VIII, either directly or by the adoption of an inconsistent provision of these Articles, shall be prospective only and shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification. In addition, if an amendment to the General Corporation Law of the State of Delaware limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Article VIII which occur subsequent to the effective date of such amendment.

ARTICLE IX

AMENDMENTS

The Board of Directors reserves the right from time to time to amend, alter, change or repeal any provision contained in these Articles in the manner now or hereinafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

ARTICLE X

PREEMPTIVE RIGHTS

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

ARTICLE XI

PERPETUAL EXISTENCE

The period of existence of the Corporation shall be perpetual.

IN WITNESS WHEREOF, I have signed this Certificate of Incorporation this 10th day of December, 2003 and acknowledge the same to be my act.

Matt N. Thomson, Jr., Esq.
Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:11 PM 02/27/2004
FILED 01:01 PM 02/27/2004
SRV 040147976 - 3738179 FILE

CERTIFICATE OF AMENDMENT OF

THE CERTIFICATE OF INCORPORATION

OF

PSYCHIATRIC SOLUTIONS OF LOUISIANA, INC.

Psychiatric Solutions of Louisiana, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: The Certificate of Incorporation of the Corporation is hereby amended by deleting ARTICLE I in its present form and substituting in lieu thereof the following:

ARTICLE I
NAME

The name of the corporation is Brentwood Acquisition-Shreveport, Inc. (the "Corporation").

SECOND: The amendment to the Certificate of Incorporation of the Corporation set forth in this Certificate of Amendment has been duly adopted in accordance with the applicable provisions of Sections 141, 228 and 242 of the General Corporation Law of the State of Delaware, (a) the Board of Directors of the Corporation having duly adopted a resolution setting forth such amendment and declaring its advisability and submitting it to the stockholder of the Corporation for its approval, in conformity with the By-Laws of the Corporation and (b) the sole shareholder of the outstanding stock of the Corporation, having duly adopted the resolution setting forth such amendment by written consent in lieu of a meeting in conformity with the By-Laws of the Corporation.

THIRD: That this Certificate of Amendment of the Certificate of Incorporation shall be effective as of the date filed by the Secretary of State of Delaware.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment of its Certificate of Incorporation to be executed as of the 26th day of February, 2004.

PSYCHIATRIC SOLUTIONS OF LOUISIANA, INC.

By: _____

Name: Joey A. Jacobs

Title: ~~Chairman, President and CEO~~ _____

999139.1

Exhibit 3.56

AMENDED AND RESTATED

BY LAWS

OF

BRENTWOOD ACQUISITION - SHREVEPORT, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Brentwood Acquisition - Shreveport, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Delaware. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Delaware as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Delaware nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Delaware as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Delaware, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

FILED

JUN 25 10 06 AM '81

TRAD EURE
SECRETARY OF STATE
NORTH CAROLINA

ARTICLES OF INCORPORATION

OF

EAST CAROLINA PSYCHIATRIC SERVICES CORPORATION

I, the undersigned natural person of the age of eighteen years or more, do make and acknowledge these Articles of Incorporation for the purpose of forming a business corporation under the laws of the State of North Carolina.

ARTICLE I

The name of the corporation shall be: EAST CAROLINA PSYCHIATRIC SERVICES CORPORATION.

ARTICLE II

The period of duration of the corporation is perpetual.

ARTICLE III

The purposes for which the corporation is organized are:

(a) To engage in the general business of constructing, operating and maintaining a psychiatric care facility for the treatment of persons having emotional disorders.

(b) To engage in any other lawful business or activity, including, but not limited to, constructing, developing, manufacturing, leasing, or otherwise caring for any type of structure, commodity, or livestock whatsoever; processing, developing, buying, selling, brokering, factoring, distributing, lending, leasing, borrowing, or investing in any type of property, whether real or personal, tangible or intangible, or other; promoting, financing, developing, operating, or otherwise in any manner participating in any business or enterprise of any kind or nature, either alone or in conjunction with other persons, partnerships, corporations, or other legal entities of any kind or nature; extracting and processing natural resources; transporting freight or passengers by land, sea or air; collecting and disseminating information or advertising through any media whatsoever; performing business services or any nature; entering into or serving in any type of management, investigative, promotional, protective, insurance, guarantorship, suretyship, fiduciary, or other lawful capacity or relationship for any persons or corporations or other legal entities whatsoever.

ARTICLE IV

The corporation shall have authority to issue ten-thousand (10,000) shares of stock with a par value of TEN DOLLARS ($10.00) each.

ARTICLE V

The minimum amount of consideration to be received by the corporation for its shares before it shall commence business is TEN DOLLARS ($10.00) in cash or property of equivalent value.

ARTICLE VI

The address of the initial Registered Office of the corporation in the State of North Carolina is 116 North Cool Spring Street, Fayetteville, Cumberland County, North Carolina; and the name of the initial Registered Agent at such address is: Ervin I. Baer.

ARTICLE VII

The number of Directors constituting the initial Board of Directors shall be two (2). The names and addresses of the persons who are to serve as Directors until the first meeting of shareholders or until their successors shall be elected and qualified are:

Name	Address
Dr. Jacob R. Fishman	3425 Melrose Road Fayetteville, NC 28305
M. J. Nabit	3425 Melrose Road Fayetteville, NC 28305

ARTICLE VIII

The name and address of the Incorporator is:

M. J. Nabit	3425 Melrose Road Fayetteville, NC 28305

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 26th day of JUNE, 1981.

M. J. Nabit (SEAL)
M. J. NABIT

NORTH CAROLINA)
)
CUMBERLAND COUNTY)

I, Mavis L Pridgen, a Notary Public of said County and State, do hereby certify that M. J. NABIT, personally appeared before me this day and acknowledged the due execution of the foregoing Articles of Incorporation of EAST CAROLINA PSYCHIATRIC SERVICES CORPORATION.

Witness my hand and Notarial Seal, this 26th day of JUNE, 1981.

Mavis L Pridgen
Notary Public

My Commission Expires:
My Commission Expires Oct. 28, 1985

FILED

Oct 14 10 12 AM '82

SECRETARY OF STATE

307153

ARTICLES OF AMENDMENT

TO THE CHARTER OF

EAST CAROLINA PSYCHIATRIC SERVICES CORPORATION

The undersigned corporation hereby executes these Articles of Amendment for the purpose of amending its Charter:

1. The name of the corporation is East Carolina Psychiatric Services Corporation.

2. The following amendments to the Charter of the corporation were adopted by its shareholders on the 12th day of October, 1982, in the manner prescribed by law:

'BE IT RESOLVED, that the Articles of Incorporation for this corporation be amended by deleting Article III from said Articles of Incorporation and substituting the following therefor:

ARTICLE III

The purposes for which the corporation is formed and the business to be carried on and the objectives to be affected by it are:

1. To engage in the general business of constructing, operating and maintaining a psychiatric care facility for the treatment of persons having emotional disorders.

2. To engage in any other lawful business or activity, including, but not limited to , constructing, developing, manufacturing, leasing, or otherwise caring for any type of structure, commodity, or livestock whatsoever; processing, developing, buying, selling, brokering, factoring, distributing, lending, leasing, borrowing, or investing in any type of property, whether real or personal, tangible or intangible, or other; promoting, financing, developing, operating, or otherwise in any manner participating in any business or enterprise of any kind or nature, either along or in conjunction with other persons, partnership, corporations, or other legal entities of any kind or nature; extracting and processing natural resources; transporting freight or passengers by land, sea or air; collecting and disseminating information or advertising through any media whatsoever; performing business services of any nature; entering into or serving in any type of management, investigative, promotional, protective, insurance, guarantorship, suretyship, fiduciary, or other lawful capacity or relationship for any persons or corporations or other legal entities whatsoever.

3. (a) To create a private corporation to construct or to acquire a treatment center project or projects, and to operate the same; (b) to enable the financing of the construction of such project with the assistance of mortgage insurance under the National Housing Act; (c) to enter into, perform, and carry out contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the corporation, including, expressly, any contract or contracts with the Secretary of Housing and Urban Development which may be desirable or necessary to comply with the requirements of the National Housing Act, as amended, and the Regulations of the Secretary thereunder, relating to the regulation or restriction of mortgagors as to rents, sales, charges, capital structure, rate of return and methods of operation; (d) to acquire any property, real or personal, in fee or under lease, or any rights therein or appurtenant thereto, necessary for the construction and operation of such project; and (e) to borrow money, and to issue evidence of indebtedness, and to secure the same by mortgage, deed of trust, pledge, or other lien, in furtherance of any or all of the objects of its business in connection with said project.

AND, BE IT FURTHER RESOLVED that an Article III-A be added to the Articles of Incorporation as follows:

ARTICLE III-A

1. The corporation shall have the power to and perform all things whatsoever set out in Paragraph 3 of Article III above, and necessary or incidental to the accomplishment of said purposes.

2. The corporation, specifically and particularly, shall have the power and authority to enter into a Regulatory Agreement setting out the requirements of the Secretary of Housing and Urban Development."

3. The number of shares of the corporation outstanding at the time of such adoption was 2; and the number of shares entitled to vote thereon was 2.

4. The number of shares voted for such amendment was 2, and the number of shares voted against such amendment was 0.

5. The amendment herein effected does not give rise to dissenter's rights to payment for reason that the only effect of such amendment is to amend the stated purposes of the corporation and to state specific powers of the corporation.

IN WITNESS WHEREOF, these Articles are signed by the President and Secretary of the corporation, this 12th day of October, 1982.

EAST CAROLINA PSYCHIATRIC SERVICES CORPORATION

By: _____
Jacob R. Fishman, President

ATTEST:

_____
M. J. Nabit, Secretary

NORTH CAROLINA

CUMBERLAND COUNTY

I, Judith A. Simmons, a Notary Public, herein certify that on the 13th day of October, 1982, personally appeared before me JACOB R. FISHMAN and M. J. NABIT, each of whom, being by me first duly sworn, declared that he signed the foregoing document in the capacity indicated and the statements therein contained are true.

_____
Notary Public

My Commission Expires: 8-3-87

SOSID: 0044558
Date Filed: 4/3/2006 2:28:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200609300386

State of North Carolina
Department of the Secretary of State

ARTICLES OF AMENDMENT
BUSINESS CORPORATION

Pursuant to §55-10-06 of the General Statutes of North Carolina, the undersigned corporation hereby submits the following Articles of Amendment for the purpose of amending its Articles of Incorporation.

1. The name of the corporation is: East Carolina Psychiatric Services Corporation

2. The text of each amendment adopted is as follows (*State below or attach*):

Article I

The name of the corporation shall be: Brynn Marr Hospital, Inc.

3. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment, if not contained in the amendment itself, are as follows:
N/A

4. The date of adoption of each amendment was as follows: February 20, 2006

5. (Check either a, b, c, or d, whichever is applicable)

a.____The amendment(s) was (were) duly adopted by the incorporators prior to the issuance of shares.
b.____The amendment(s) was (were) duly adopted by the board of directors prior to the issuance of shares.
c.____The amendment(s) was (were) duly adopted by the board of directors without shareholder action as shareholder action was not required because (*set forth a brief explanation of why shareholder action was not required.*)

d. ✓ The amendment(s) was (were) approved by shareholder action, and such shareholder approval was obtained as required by Chapter 55 of the North Carolina General Statutes.

ARTICLES OF AMENDMENT
Page 2

6. These articles will be effective upon filing, unless a delayed time and date is specified:
April 3, 2006

This the 15th day of March, 2006

East Carolina Psychiatric Services Corporation
Name of Corporation

Signature

Christopher L. Howard, Vice President
Type or Print Name and Title

NOTES:
1. Filing fee is $50. This document must be filed with the Secretary of State.

CORPORATIONS DIVISION P. O. BOX 29622 RALEIGH, NC 27626-0622
(Revised January 2002) (Form B-02)

Exhibit 3.58

AMENDED AND RESTATED

BY LAWS

OF

BRYNN MARR HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Brynn Marr Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of North Carolina. The Corporation may also have offices at such other places both within and without the State of North Carolina as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of North Carolina as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of North Carolina nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of North Carolina as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of North Carolina.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, North Carolina." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of North Carolina, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

2743180

FILED
In the office of the Secretary of State
of the State of California
APR 25 2005

ARTICLES OF INCORPORATION

OF

CANYON RIDGE HOSPITAL, INC.

The undersigned, an authorized natural person, for the purpose of forming a corporation under the provisions and subject to the requirements of the General Corporation Law of the State of California, hereby certifies that:

ARTICLE I

NAME

The name of the corporation is Canyon Ridge Hospital, Inc. (hereinafter called the "Corporation").

ARTICLE II

PURPOSE

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation of Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

REGISTERED AGENT

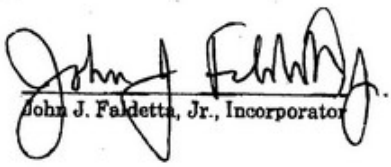
The name in the State of California of the Corporation's initial agent for service of process is: National Registered Agents, Inc.

ARTICLE IV

CAPITALIZATION

The Corporation is authorized to issue one thousand (1,000) shares of common stock, all of such shares having a par value of $0.01 per share (the "Common Stock").

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 25th day of April, 2005.



John J. Faldetta, Jr., Incorporator

1105193.3

Exhibit 3.60

AMENDED AND RESTATED

BY LAWS

OF

CANYON RIDGE HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Canyon Ridge Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of California. The Corporation may also have offices at such other places both within and without the State of California as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of California as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of California nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of California as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of California.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, California." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of California, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

CAS 500 (Rev. 6-92) 9788#9752 0328 DRG&FI $62.50

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

Date Received		(FOR BUREAU USE ONLY)
MAR 27 1997		FILED
		MAR 27 1997

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

Name: Paranet
Address: 3761 Venture dr. Ste 2160
City: Duluth State: GA ZIP Code: 30136

Document will be returned to the name and address you enter above.

EFFECTIVE DATE:

461-950

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

CCS/Lansing, Inc. ✓

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

The purpose for which the corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the Michigan Business Corporation Act.

ARTICLE III

The total authorized shares:

1. Common Shares 1,000 shares
   Preferred Shares ---
2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

TV CO2 $0 CK45476 dr

GOLD SEAL APPEARS ONLY ON ORIGINAL

ARTICLE IV

1. The address of the registered office is:

30600 Telegraph Road (Street Address) Bingham Farms (City), Michigan 48025 (ZIP Code)

2. The mailing address of the registered office if different than above:

(P.O. Box) (City), Michigan (ZIP Code)

3. The name of the resident agent at the registered office is: The Corporation Company

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Kevin P. O'Hara	Bass, Berry & Sims, 2700 First American Center Nashville, TN 37238

ARTICLE VI (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII (Optional. Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

GOLD SEAL APPEARS ONLY ON ORIGINAL

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I (We), the incorporator(s) sign my (our) name(s) this 21st day of March, 19 97.

Kevin P. O'Hara

GOLD SEAL APPEARS ONLY ON ORIGINAL

Exhibit 3.62

AMENDED AND RESTATED

BY LAWS

OF

CCS/LANSING, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be CCS/Lansing, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Michigan. The Corporation may also have offices at such other places both within and without the State of Michigan as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Michigan as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Michigan nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Michigan as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Michigan.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Michigan." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Michigan, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:27 PM 02/19/2003
030104356 – 3620580

CERTIFICATE OF INCORPORATION

OF

PSI CEDAR SPRINGS HOSPITAL, INC.

The undersigned, for the purposes of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that:

FIRST: The name of this corporation is PSI Cedar Springs Hospital, Inc.

SECOND: Its Registered Office in the State of Delaware is to be located at Suite 1B, 9 E. Loockerman Street, in the City of Dover, County of Kent, 19901. The Registered Agent in charge thereof is National Registered Agents, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The amount of the total authorized capital stock of the corporation is one thousand (1,000), all of which are of a par value of $0.01 each and classified as Common stock.

FIFTH: No holder of any of the shares of the corporation shall, as such holder, have any right to purchase or subscribe for any shares of any class which the corporation may issue or sell, whether or not such shares are exchangeable for any shares of the corporation of any other class or classes, and whether such shares are issued out of the number of shares authorized by the Certificate of Incorporation of the corporation as originally filed, or by any amendment thereof, or out of shares of the corporation acquired by it after the issue thereof; nor shall any holder of any of the shares of the corporation, as such holder, have any right to purchase or subscribe for any obligations which the corporation may issue or sell that shall be convertible into, or exchangeable for, any shares of the corporation of any class or classes, or to which shall be attached or shall appertain to any warrant or warrants or other instrument or instruments that shall confer upon the holder thereof the right to subscribe for, or purchase from the corporation any shares of any class or classes.

SIXTH: The name and mailing address of the incorporator are as follows:

NAME	MAILING ADDRESS
Lee C. Dilworth, Esq.	c/o Harwell Howard Hyne Gabbert & Manner, P.C. 315 Deaderick Street, Suite 1800 Nashville, Tennessee 37238-1800

SEVENTH: The duration of the corporation shall be perpetual.

EIGHTH: When a compromise or arrangement is proposed between the corporation and its creditors or any class of them or between the corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of the corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation pursuant to the provisions of Section 291 of Title 8 of the Delaware Code or on application of trustees in dissolution or of any receiver or receivers appointed for the corporation pursuant to provisions of Section 279 of Title 8 of the Delaware Code may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing three-fourths (3/4) in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of the corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on the corporation.

NINTH: The personal liability of all of the directors of the corporation is hereby eliminated to the fullest extent allowed as provided by the Delaware General Corporation Law, as the same may be supplemented and amended.

TENTH: The corporation shall, to the fullest extent legally permissible under the provisions of the Delaware General Corporation Law, as the same may be amended and supplemented, indemnify and hold harmless any and all persons whom it shall have power to indemnify under said provisions from and against any and all liabilities (including expenses) imposed upon or reasonably incurred by him in connection with any action, suit or other proceeding in which he may be involved or with which he may be threatened, or other matters referred to in or covered by said provisions both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer of the corporation. Such indemnification provided shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, Agreement or Resolution adopted by the shareholders entitled to vote thereon after notice.

Dated this 18th day of February, 2003.

L C. Dilworth

Lee C. Dilworth, Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:31 PM 03/30/2006
FILED 07:31 PM 03/30/2006
SRV 060304972 - 3620580 FILE

CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF INCORPORATION OF PSI CEDAR SPRINGS HOSPITAL, INC.

PSI Cedar Springs Hospital, Inc. (hereinafter called the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

1. The name of the corporation is PSI Cedar Springs Hospital, Inc.

2. The Certificate of Incorporation of the Corporation is hereby amended by deleting the first Article thereof and by substituting in lieu of said Article the following:

> "FIRST: The name of the corporation is Cedar Springs Hospital, Inc. (the "Corporation")."

3. This amendment to the Certificate of Incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

4. This Certificate of Amendment to the Certificate of Incorporation of the Corporation shall be effective on March 31, 2006.

Dated this 16th day of March, 2006.

PSI Cedar Springs Hospital, Inc.

Christopher L. Howard
Vice President

1174510.2

Exhibit 3.64

AMENDED AND RESTATED

BY LAWS

OF

CEDAR SPRINGS HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Cedar Springs Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Delaware. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Delaware as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Delaware nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Delaware as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Delaware, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

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RESTATED CHARTER

OF

PRICOR INCORPORATED

UNDER SECTION 48-1-304 OF THE GENERAL CORPORATION ACT

Pursuant to the provisions of Section 48-1-304 of the Tennessee General Corporation Act, the undersigned corporation adopts the following restated charter:

Part I:

1. The name of the Corporation is:

Pricor Incorporated

2. The duration of the Corporation is perpetual.

3. The address of the principal office of the Corporation in the State of Tennessee shall be Suite 100, 440 Metroplex Drive, Nashville, Tennessee 37211, County of Davidson.

4. The Corporation is for profit.

5. The purposes for which the Corporation is organized are:

(a) To construct, design, maintain, manage, operate, supervise and provide any other services necessary for the operation of custodial, correctional, detention, rehabilitation, and similar facilities;

(b) To buy, lease, acquire and own all necessary vehicles, conveyances, machinery and equipment necessary or convenient for the carrying on of the business, to purchase, acquire, own, sell, lease, sub-lease, and control real estate necessary for the transaction of the business, including the right and privilege of buying, selling, exchanging, leasing, sub-leasing, sub-dividing and improving real estate; and to do any and all acts and things necessary, convenient and expedient;

(c) To apply for, purchase, lease, acquire, hold, develop, improve, operate, control, manage, exploit, or otherwise turn to account, to grant, sell, mortgage, exchange, lease, dispose of, deal in, license, sublet or otherwise use patents,

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patent-rights, copy-rights, inventions, processes, formulas, trade-names, trade-marks, or other devices or things useful in connection with any business of the Corporation;

(d) To make, perform and carry out contracts of every kind and description pertaining to the purpose of the Corporation and for any lawful purposes necessary and expedient thereto with any person, firm, association or corporation;

(e) To issue bonds, debentures, notes, or obligations of the Corporation from time to time for any of the objects or purposes of the Corporation;

(f) To purchase or otherwise acquire, to hold and to sell or otherwise dispose of the stocks, bonds and other securities of any corporation, foreign, or domestic; to exercise all powers and any or all rights and privileges of individual ownership or interest in respect to any and all such securities; to manage and to aid in any manner, by loan, guarantee, or otherwise, any corporation or corporations of which any securities are held by the Corporation; and to do any and all acts or things necessary, expedient or calculated to protect, preserve or enhance the value of any such securities;

(g) To do any or all of the things herein set forth and all things usual, necessary or proper in furtherance of or incidental to said business to the same extent as natural persons might or could do and in any part of the world, as principals, agents, contractors, trustees, or otherwise, and either alone or in the company of others;

(h) To purchase the assets of or to merge or consolidate with any corporation, proprietorship, or partnership engaged in the same character of business;

(i) To engage in any activity permitted by the laws of the State of Tennessee and the United States.

6. The maximum number of shares of capital stock the Corporation shall have the authority to issue is thirty million (30,000,000) shares, of which twenty million (20,000,000) shares are designated Common Stock, par value One One-Hundredth of a Dollar ($.01) per share, and ten million (10,000,000) shares designated Preferred Stock, par value One Dollar ($1.00) per share.

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The designations, preferences, privileges and powers and relative, participating, optional or other special rights and qualifications, limitations or restrictions of the above class of capital stock shall be as follows:

(a) Preferred Stock.

(1) Shares of Preferred Stock may be divided into and issued in one or more series at such time or times and for such consideration as the Board of Directors may determine. All shares of any one series shall be of equal rank and identical in all respects.

(2) Authority is hereby expressly granted to the Board of Directors to fix and determine from time to time, by resolution or resolutions providing for the establishment and/or issuance of any series of Preferred Stock, the designation of such series and the powers, preferences, and rights of the shares of such series, and the qualifications, limitations or restrictions thereof, as the Board of Directors may deem advisable and to the full extent now or hereafter permitted by the laws of the State of Tennessee. The resolution or resolutions providing for the establishment and/or issuance of such series of Preferred Stock shall set forth: the designation and number of shares comprising each series; the rate of dividends, if any, and whether such dividends shall be noncumulative, cumulative to the extent earned, or cumulative and, if cumulative, from which date or dates; whether the shares shall be redeemable and, if so, the terms and conditions of such redemption; whether there shall be a sinking fund for the redemption; the rights to which the holders of the shares shall be entitled in the event of voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, and the priority of payment of shares in any such event; whether the shares shall be convertible into or exchangeable for shares of any other class or any other series and the terms thereof; and all other preferences, privileges and powers and relative participating, optional or other special rights and qualifications, limitations or restrictions of such series.

(3) The shares of Preferred Stock shall have no voting power or voting rights with respect to any matter whatsoever, except as may be otherwise required by law or may be provided in the resolution or resolutions of the Board of Directors creating the series of which such shares are a part.

(4) Authority is hereby expressly granted to the Board of Directors to make any change in the designations, terms, limitations or relative rights or preferences of any series of Preferred Stock in the same manner as provided for in the

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(b) Common Stock.

(1) After the requirements with respect to preferential dividends, if any, on any series of Preferred Stock (fixed pursuant to resolutions as provided in Section 6(a), above) shall have been met, and after the Corporation shall have complied with all requirements, if any, with respect to the setting aside of sums in a sinking fund for the purchase or redemption of shares of any series of Preferred Stock (fixed pursuant to resolutions as provided in Section 6(a), above), then, and not otherwise, the holders of Common Stock shall receive, to the extent permitted by law and to the extent the Board of Directors shall determine, such dividends as may be declared from time to time by the Board of Directors.

(2) After distribution in full of the preferential amount, if any (fixed pursuant to resolutions as provided in Section 6(a), above), to be distributed to the holders of any series of Preferred Stock in the event of the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, the holders of the Common Stock shall be entitled to receive such of the remaining assets of the Corporation of whatever kind available for distribution to the extent the Board of Directors shall determine.

(3) Except as may be otherwise required by law or by this Charter, each holder of Common Stock shall have one vote in respect of each share of such stock held by him on all matters voted upon by the shareholders.

(c) Preemptive Rights. No holder of shares of the Corporation of any class, now or hereafter authorized, shall have any preferential or preemptive right to subscribe for, purchase or receive any shares of stock of the Corporation of any class, now or hereafter authorized, or any options or warrants for such shares, or any rights to subscribe to or purchase such shares, or any securities convertible into or exchangeable for such shares, which may at any time or from time to time be issued, sold or offered for sale by the Corporation.

7. The Corporation will not commence business until consideration of One Thousand Dollars ($1,000) has been received for the issuance of shares.

8. The Corporation shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Corporation is organized and shall likewise have the powers provided by the Tennessee General Corporation Act, as

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codified in the Tennessee Code Annotated, Section 48-1-101, et seq., or as the same shall hereafter be amended.

9. The shareholders, members, directors, subscribers or incorporators of the Corporation shall have the right to take any action required or permitted by vote without a meeting on written consent pursuant to the provisions of Tennessee Code Annotated, Section 48-1-1402.

10. The Corporation shall enjoy and be subject to such benefits, privileges and immunities and such restrictions, liabilities and obligations as are provided with respect to corporations for profit generally by the laws of the land and which are held applicable to corporations for profit organized under the Tennessee General Corporation Act.

11. In the event that, prior to the effective date of the registration statement, if any, filed by the Corporation under the Securities Act of 1933, as amended (or similar successor statute), in connection with the initial public offering, if any, of equity securities of the Corporation, there shall be submitted to the shareholders of the Corporation the terms of any proposed sale (whether for cash or for securities of the purchaser or otherwise) or any other lease or exchange of all or substantially all of the property of the Corporation the proceeds of which sale, lease or exchange shall have a value to the holders of Investors' Common Stock, as hereinafter defined, as reasonably determined by the Board of Directors of the Corporation, of less than $5.00 per share of Investors' Common Stock, or in the event there shall be submitted to the shareholders of the Corporation a proposed merger or consolidation of the Corporation into or with any other company, or a proposed merger of any other company into the Corporation, and the cash, securities or other property into which shares of Investors' Common Stock are to be converted shall have a value, as reasonably determined by the Board of Directors of the Corporation, of less than $5.00 per share of Investors' Common Stock, such sale, lease, exchange, merger or consolidation must be approved by the affirmative vote of the holders of not less than 80% of all of the outstanding shares of the Corporation's capital stock entitled to vote with respect to such proposal. The term "Investors' Common Stock" shall refer to the shares of the Corporation's Common Stock, $.01 par value, sold in the offering made pursuant to the Corporation's Private Placement Memorandum, dated December 4, 1985. Such shares shall retain the status of Investors' Common Stock irrespective of subsequent transfers. In the event of a stock split, stock dividend, reclassification, reorganization or similar change in the capitalization of the Corporation, the Investors' Common Stock shall be deemed to be, or to include, as the case may be, such securities as the then holders of Investors' Common Stock shall be entitled to receive in respect of the Investors' Common Stock in connection with such stock split, stock dividend,

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reclassification, reorganization or similar change in the capitalization of the Corporation, and the minimum value per share of Five Hours Common Stock of $5.00 used to determine the applicability of this Section 11 shall be adjusted by the Board of Directors in an equitable manner to reflect such change. Prior to an effective registration statement, this Section 11 may not be amended or repealed except by the affirmative vote of the holders of not less than 80% of all of the outstanding shares of capital stock entitled to vote thereon. This Section 11 shall be repealed as of the effective date of a registration statement filed in connection with the Corporation's initial public offering.

12. No Director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for any breach of fiduciary duty as a Director to the fullest extent now or hereafter permitted by applicable law. Notwithstanding the foregoing, a Director shall be liable to the extent provided by applicable law (i) for breach of the Director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) pursuant to Section 48-8-304 of the Tennessee Business Corporation Act when and if enacted. No amendment to or repeal of these provisions shall apply to or have any effect on the liability or alleged liability of any Director of the Corporation for or with respect to any acts or omissions of such Director occurring prior to such amendment.

Part II:

1. The date the original charter was filed by the Secretary of State was July 1st, 1985.

2. This restated charter restates the text of the charter, as previously amended, further amends or changes the charter as set forth below, and was duly authorized at a meeting of the shareholders on June 11, 1987:

6. The maximum number of shares of capital stock the Corporation shall have the authority to issue is thirty million (30,000,000) shares, of which twenty million (20,000,000) shares are designated Common Stock, par value One One-Hundredth of a Dollar ($.01) per share, and ten million (10,000,000) shares designated Preferred Stock, par value One Dollar ($1.00) per share.

The designations, preferences, privileges and powers and relative, participating, optional or other special rights and qualifications, limitations or restrictions of the above classes of capital stock shall be as follows:

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(a) Preferred Stock.

(1) Shares of Preferred Stock may be divided into and issued in one or more series at such time or times and for such consideration as the Board of Directors may determine. All shares of any one series shall be of equal rank and identical in all respects.

(2) Authority is hereby expressly granted to the Board of Directors to fix and determine from time to time, by resolution or resolutions providing for the establishment and/or issuance of any series of Preferred Stock, the designation of such series and the powers, preferences, and rights of the shares of such series, and the qualifications, limitations or restrictions thereof, as the Board of Directors may deem advisable and to the fullest extent now or hereafter permitted by the laws of the State of Tennessee. The resolution or resolutions providing for the establishment and/or issuance of such series of Preferred Stock shall set forth: the designation and number of shares comprising each series; the rate of dividends, if any, and whether such dividends shall be noncumulative, cumulative to the extent earned, or cumulative and, if cumulative, from which date or dates; whether the shares shall be redeemable and, if so, the terms and conditions of such redemption; whether there shall be a sinking fund for the redemption; the rights to which the holders of the shares shall be entitled in the event of voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, and the priority of payment of shares in any such event; whether the shares shall be convertible into or exchangeable for shares of any other class or any other series and the terms thereof; and all other preferences, privileges and powers and relative, participating, optional or other special rights and qualifications, limitations or restrictions of such series.

(3) The shares of Preferred Stock shall have no voting power or voting rights with respect to any matter whatsoever, except as may be otherwise required by law or may be provided in the resolution or resolutions of the Board of Directors creating the series of which such shares are a part.

(4) Authority is hereby expressly granted to the Board of Directors to make any change in the designations, terms, limitations or relative rights or preferences of any series of Preferred Stock in the same manner as provided for in the issuance of Preferred Stock, so long as no shares of such series are outstanding at such time.

(b) Common Stock.

(1) After the requirements with respect to preferential dividends, if any, on any series of Preferred Stock (fixed pursuant to resolutions as provided in Section 6(a), above) shall have been met, and after the Corporation shall have complied with all requirements, if any, with respect to the setting aside of sums in a sinking fund for the purchase or redemption of shares of any series of Preferred Stock (fixed pursuant to resolutions as provided in Section 6(a), above), then, and not otherwise, the holders of Common Stock shall receive, to the extent permitted by law and to the extent the Board of Directors shall determine, such dividends as may be declared from time to time by the Board of Directors.

(2) After distribution in full of the preferential amount, if any (fixed pursuant to resolutions as provided in Section 6(a), above), to be distributed to the holders of any series of Preferred Stock in the event of the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, the holders of the Common Stock shall be entitled to receive such of the remaining assets of the Corporation of whatever kind available for distribution to the extent the Board of Directors shall determine.

(3) Except as may be otherwise required by law or by this Charter, each holder of Common Stock shall have one vote in respect of each share of such stock held by him on all matters voted upon by the shareholders.

(c) Preemptive Rights. No holder of shares of the Corporation of any class, now or hereafter authorized, shall have any preferential or preemptive right to subscribe for, purchase or receive any shares of stock of the Corporation of any class, now or hereafter authorized, or any options or warrants for such shares, or any rights to subscribe to or purchase such shares, or any securities convertible into or exchangeable for such shares, which may at any time or from time to time be issued, sold or offered for sale by the Corporation.

12. No Director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for any breach of fiduciary duty as a Director to the fullest extent now or hereafter permitted by applicable law. Notwithstanding the foregoing, a Director shall be liable to the extent provided by applicable law (i) for breach of the Director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) pursuant to Section 48-8-304 of the Tennessee Business Corporation Act when and if enacted. No amendment to or repeal of these provisions shall apply to or have any effect on the liability or

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liability of any Director of the Corporation for or with respect to any acts or omissions of such Director occurring prior to such Amendment.

Dated: June 11, 1987

PRICOR INCORPORATED

Robert G. McCullough
Secretary

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ARTICLES OF AMENDMENT TO THE CHARTER OF PRICOR INCORPORATED

745 South Church Street
Murfreesboro, Tennessee 37130

Pursuant to the provisions of Section 49-20-102 of the Tennessee Business Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the corporation is Pricor Incorporated.

2. The amendments adopted are:

The Charter of the Corporation is amended to read as follows:

"3. The address of the principal office of the Corporation in the State of Tennessee shall be 745 South Church Street, Murfreesboro, Tennessee 37130, County of Rutherford.

"5. The purposes for which the Corporation is organized are:

(a) To construct, design, maintain, manage, operate, supervise and provide any other services necessary for the operation of custodial, correctional, detention, rehabilitation, educational, treatment, and similar facilities;"

Subparagraphs 5. (b) through (i) remain unchanged.

3. The amendments were duly adopted at a meeting of the Board of Directors on May 16, 1989.

4. The amendments will be effective on the date when these articles are filed by the Secretary of State.

Date: June 23, 1989

PRICOR INCORPORATED

BY: Kathryn Behm Celauro
Kathryn Behm Celauro
Secretary

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ARTICLES OF AMENDMENT TO THE RESTATED CHARTER OF PRICOR INCORPORATED

Pursuant to the provisions of Section 48-20-103 of the Tennessee Business Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. Name of Corporation. The name of the Corporation is Pricor Incorporated.

2. Amendment to Corporate Name. The name of the Corporation is hereby amended to be Children's Comprehensive Services, Inc.

3. Adoption. These Articles of Amendment were duly adopted at a meeting of the Board of Directors on November 17, 1993 and a meeting of the Shareholders on January 19, 1994.

4. Effective Date. These Articles of Amendment will be effective on February 15, 1994.

Date: 2/04, 1994

PRICOR INCORPORATED

By: Donald B. Whitfield
Donald B. Whitfield
Secretary

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ARTICLES OF AMENDMENT TO THE RESTATED CHARTER
OF
CHILDREN'S COMPREHENSIVE SERVICES, INC.

Pursuant to the provisions of Section 48-20-106 of the Tennessee Business Corporation Act, the undersigned corporation adopts the following articles of amendment (the "Articles of Amendment") to its Restated Charter (the "Restated Charter").

1 Name of Corporation The name of the Corporation is Children's Comprehensive Services, Inc

2 Section 6 of the Restated Charter is hereby deleted in its entirety and replaced with the following

> 6 The maximum number of shares of capital stock the Corporation shall have the authority to issue is twenty million (20,000,000) shares, of which ten million (10,000,000) shares are designated Common Stock, par value One One-Hundredth of a Dollar ($.01) per share, and ten million (10,000,000) shares designated Preferred Stock, par value One Dollar ($1.00) per share

3 Automatic Conversion of Common Stock Upon the effective date of these Articles of Amendment to the Restated Charter (the "Effective Date"), each two (2) shares of the issued and outstanding Common Stock par value $.01 per share of the Corporation (the "Common Stock"), shall automatically and without any action by the holder thereof be converted into and shall thereafter constitute one (1) share of Common Stock, provided, that no fractional shares of Common Stock will be issued. Any holder of Common Stock who owns shares not evenly divisible by two (2) shall receive, in lieu of a fractional share of Common Stock, an amount of cash based on the closing sale price of the Common Stock as reported on the Nasdaq Stock Market on the Effective Date, and such fractional shares will be canceled

4 Adoption These Articles of Amendment were duly adopted by the Board of Directors and the Shareholders of the Corporation

5 Effective Date These Articles of Amendment will be effective when filed with the Secretary of State

Date March 21, 1996

CHILDREN'S COMPREHENSIVE SERVICES, INC

By _____
Donald B. Whitfield
Secretary

[redacted]

ARTICLES OF AMENDMENT TO THE RESTATED CHARTER
OF
CHILDREN'S COMPREHENSIVE SERVICES, INC.

SECRETARY OF STATE

Pursuant to the provisions of Section 48-20-106 of the Tennessee Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment (the "Articles of Amendment") to its Restated Charter, as amended (the "Restated Charter"):

1. Name of Corporation. The name of the Corporation is Children's Comprehensive Services, Inc.

2. Section 6 of the Restated Charter is hereby deleted in its entirety and replaced with the following:

> 6. The maximum number of shares of capital stock the Corporation shall have the authority to issue is sixty million (60,000,000) shares, of which fifty million (50,000,000) shares are designated Common Stock, par value One One-Hundredth of a Dollar ($.01) per share, and ten million (10,000,000) shares are designated Preferred Stock, par value One Dollar ($1.00) per share.

3. Adoption. These Articles of Amendment were duly adopted by the Board of Directors on June 24, 1996, and by the Shareholders of the Corporation on August 14, 1996.

4. Effective Date. These Articles of Amendment will be effective when filed with the Secretary of State.

Date: August 14, 1996

CHILDREN'S COMPREHENSIVE SERVICES, INC.

By: Donald B. Whitfield
Donald B. Whitfield, Secretary

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ARTICLES OF MERGER

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AMERIS ACQUISITION, INC. (Control No. 0412205)
INTO
CHILDREN'S COMPREHENSIVE SERVICES, INC. (Control No. 0158135)

Pursuant to the provisions of Section 48-21-107 of the Tennessee Business Corporation Act (the "Act"), Ameris Acquisition, Inc., a Tennessee corporation ("Ameris"), and Children's Comprehensive Services, Inc., a Tennessee corporation ("CCS") hereby certify as follows:

1. Pursuant to the plan of merger set forth on Exhibit A attached hereto, Ameris shall be merged with and into CCS.

2. Approval of the plan of merger by the shareholders of both Ameris and CCS is required by Section 48-21-107 of the Act, and in each case the plan of merger has been approved by the affirmative vote of the required percentage of all of the votes entitled to be cast on the matter.

3. This merger shall be effective immediately upon the filing of these articles.

Dated this 3rd day of January, 2001.

AMERIS ACQUISITION, INC.

By: _____
Michael G. Lindley, President

CHILDREN'S COMPREHENSIVE SERVICES, INC.

By: _____
William Ballard, CEO

ARTICLES OF MERGER

AMERIS ACQUISITION, INC. (Control No. 0412205)
INTO
CHILDREN'S COMPREHENSIVE SERVICES, INC. (Control No. 0158135)

Pursuant to the provisions of Section 48-21-107 of the Tennessee Business Corporation Act (the "Act"), Ameris Acquisition, Inc., a Tennessee corporation ("Ameris"), and Children's Comprehensive Services, Inc., a Tennessee corporation ("CCS") hereby certify as follows:

1. Pursuant to the plan of merger set forth on Exhibit A attached hereto, Ameris shall be merged with and into CCS.

2. Approval of the plan of merger by the shareholders of both Ameris and CCS is required by Section 48-21-107 of the Act, and in each case the plan of merger has been approved by the affirmative vote of the required percentage of all of the votes entitled to be cast on the matter.

3. This merger shall be effective immediately upon the filing of these articles.

Dated this 3rd day of January, 2001.

AMERIS ACQUISITION, INC.

By: _____
Michael G. Lindley, President

CHILDREN'S COMPREHENSIVE SERVICES, INC.

By: William Ballard
William Ballard, CEO

EXHIBIT A

PLAN OF MERGER

See attached.

PLAN OF MERGER
OF
AMERIS ACQUISITION, INC.
INTO
CHILDREN'S COMPREHENSIVE SERVICES, INC.

This Plan of Merger is prepared and submitted pursuant to the provisions of Section 48-21-102 of the Tennessee Business Corporation Act.

1. Parties. The names of the merging entities are Ameris Acquisition, Inc., a Tennessee corporation ("Ameris"), and Children's Comprehensive Services, Inc., a Tennessee corporation ("CCS").

2. Surviving Entity. CCS shall be the surviving entity (the "Surviving Entity") from and after the effective date and time of the merger (the "Effective Date"), and the name of the Surviving Entity shall be "Children's Comprehensive Services, Inc." Upon the Effective Date, the separate existence of Ameris shall cease, and the Surviving Entity shall without other transfer succeed to all the rights and property, subject to all debts and liabilities, of Ameris in the same manner as if the Surviving Entity itself had incurred them.

3. Charter. From and after the Effective Date, the Charter of Ameris shall be the Charter of the Surviving Entity, as amended to reflect the name of the Surviving Entity as set forth in the preceding paragraph, until thereafter amended.

4. Bylaws. From and after the Effective Date, the Bylaws of Ameris shall be the bylaws of the Surviving Entity, until thereafter amended.

5. Directors and Officers. The directors and officers of Ameris immediately prior to the Effective Date shall be the directors and officers, respectively, of the Surviving Entity, to serve, in both cases, until their successors shall have been elected and qualified or until otherwise provided by law and the Charter and Bylaws of the Surviving Entity.

6. Common Stock of Ameris. By virtue of this merger and without any action of the holder thereof each share of common stock of Ameris outstanding on the Effective Date shall remain outstanding and unchanged as a share of the common stock of the Surviving Entity.

7. Common Stock of CCS. By virtue of the merger and without any action of the holder thereof, each holder of the shares of common stock of CCS ("CCS Common Stock") issued and outstanding immediately prior to the Effective Date shall be entitled to receive, for each of its shares of CCS Common Stock, an amount equal to $6.00 per share (the "Cash Purchase Price"), payable as follows:

(a) By virtue of the merger, on the Effective Date, each share of CCS Common Stock shall cease to exist, all certificates for such stock shall be canceled and no shares or membership interest of the Surviving Entity shall be exchanged therefor; provided, however, that the holder thereof shall be entitled to the Cash Purchase Price.

(b) Prior to the Effective Date, Ameris shall designate, with the consent of CCS which shall not be unreasonably withheld, a bank or trust company to act as Exchange Agent in the Merger (the "Exchange Agent"). At, or prior to, the Effective Date, Ameris shall have deposited with the Exchange Agent, in trust for the benefit of CCS's shareholders, the aggregate amount of cash equal to the Cash Purchase Price multiplied by the number of shares of CCS Common Stock outstanding immediately prior to the Effective Date. The Exchange Agent may invest any cash deposited with it in obligations of or guaranteed by the United States of America (collectively, "Permitted Investments") or in money market funds which are invested solely in Permitted Investments; provided, further, that the maturities of Permitted Investments shall be such as to permit the Exchange Agent to make prompt payment of the Cash Purchase Price (as contemplated in subparagraph (c) hereof) to shareholders of CCS entitled thereto. Any net profit resulting from, or interest or income produced by, Permitted Investments shall be payable to Ameris, who shall replace any monies lost through any investment made pursuant to this subparagraph.

(c) Promptly after the Effective Date, the Exchange Agent shall mail and otherwise make available to each record holder of CCS Common Stock, as of the Effective Date, a letter of transmittal and instructions for use in effecting the surrender of each such share of CCS Common Stock for payment hereunder. Upon surrender to the Exchange Agent of CCS Common Stock together with such letter of transmittal duly executed, the holder of such CCS Common Stock shall be entitled to receive in exchange therefor cash in an amount equal to the product of the number of shares of CCS Common Stock surrendered multiplied by the Cash Purchase Price. If payment is to be made to a person other than the person in whose name the shares of CCS Common Stock surrendered are registered, it shall be a condition of payment that shares so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such payment shall pay any transfer or other taxes required by reason of the payment to a person other than the registered holder of the shares of CCS Common Stock surrendered or establish to the satisfaction of the Surviving Entity that such tax has been paid or is not applicable.

(d) At any time following 365 days after the Effective Date, at the option of Ameris, it may direct the Exchange Agent to deliver to it any part or all of the consideration deposited with the Exchange Agent for the benefit of holders of CCS Common Stock which remains unclaimed, and any interest earned on such consideration while on deposit, and thereafter the Exchange Agent shall not be liable to any person claiming the same. No interest shall accrue or be payable to or for the benefit of such holders with respect to any cash held by the Exchange Agent or Ameris. After the return to Ameris by the Exchange Agent of unclaimed Cash Purchase Price, Ameris shall, upon surrender to it of shares of CCS Common Stock, pay to the holder of such shares the Cash Purchase Price to which they are entitled.

(e) At or immediately prior to the Effective Date, each outstanding stock option or warrant to purchase shares of CCS Common Stock (the "Options") granted under CCS's stock option plans, or otherwise, that has not been exercised prior to the Effective Date shall vest and become fully exercisable, each holder of an outstanding Option shall exercise such Option or agree that such Option shall be cashed out on the Effective Date, each Option shall be canceled, and each such holder of any such Option shall be paid for each such Option an amount

determined by multiplying (x) the excess, if any, of the Cash Purchase Price over the applicable per share exercise price of such Option by (y) the number of shares of CCS Common Stock such holder could have purchased had such holder exercised such Option in full immediately prior to the Effective Date. On or prior to the Effective Date, CCS shall deposit, in trust for the benefit of the holders of the Options, with a bank or trust company designated by CCS, with the consent of Ameris which shall not be unreasonably withheld (the "Paying Agent"), the aggregate amount of cash to be paid to the holders of Options pursuant to this subparagraph. Immediately following the Effective Date, the Paying Agent shall mail to each holder of an Option the amount to be paid with respect to his or her Options. Upon the Effective Date, all existing CCS stock option plans shall be terminated by CCS.

8. Rights of CCS's Shareholders Pending and Upon Surrender of Shares. After the Effective Date, there shall be no transfers on the stock transfer books of CCS of any shares of CCS Common Stock which were outstanding immediately prior to the Effective Date. If, after the Effective Date, certificates representing shares of CCS Common Stock are presented to the Surviving Entity or CCS's stock transfer agent, they shall be canceled and exchanged for the Cash Purchase Price as provided for in this Plan of Merger.

Exhibit 3.66

BY - LAWS
OF
CHILDREN'S COMPREHENSIVE SERVICES, INC.

ARTICLE I

OFFICES

Section 1. The registered office shall be in the State of Tennessee.

Section 2. The corporation may also have offices at such other places both within and without the State of Tennessee. As the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of shareholders shall be held on the first day of May if not a legal holiday, and if a legal holiday, then on the next secular day following, at 11 a.m. or such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten or more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 5. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president or a majority of the board of directors, or at the request in writing of shareholders owning not less than twenty percent of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Except as otherwise provided by the statute or by the articles of incorporation, written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer of persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing directors.

Section 9. When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by law or the articles of incorporation.

Section 10. Unless otherwise provided in the articles of incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected, or to cumulative the vote of said

shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 11. Unless otherwise provided in the articles of incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

If the articles of incorporation provide that a consent may be signed by fewer than all of the shareholders having voting power on any question, then the consent need be signed only by shareholders holding that proportion of the total voting power on the question which is required by the articles of incorporation or by law, whichever requirement is higher. The consent, together with a certificate by the secretary of the corporation to the effect that the subscribers to the consent constitute all or the required proportion of the shareholders entitled to vote on the particular question, shall be filed with the records of proceedings of the shareholders. If the consent is signed by fewer than all of the shareholders having voting power on the question, prompt notice shall be given to all of the shareholders of the action taken pursuant to the consent.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

In addition, vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of Tennessee, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any' personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise.

MEETINGS OF THE BOARD OF DIRECTORS

Section 6. Meetings of the board of directors, regular or special, may be held either within or without the State of Tennessee.

Section 7. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 8. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 9. Except as otherwise provided by statute or the articles of incorporation, special meetings of the board of directors may be called by the president on four days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 10. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 11. A majority of the board of directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, then directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 13. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors may participate in a meeting of the board of directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

PROXY VOTE BY DIRECTORS

Section 14. Any director absent from a meeting may be represented by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of said absent director, filed with the secretary.

COMMITTEES OF DIRECTORS

Section 15. The board of directors, by resolution adopted by a majority of the board of directors, may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors, but the president may designate another director to serve on the committee pending action by the board.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may

authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

REMOVAL OF DIRECTORS

Section 16. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors, may be removed, with or without cause by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

ADVISORY COMMITTEES

The board of directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the Chairman of the Board or the directors of the corporation. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the board of directors.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Unless otherwise provided in the articles of incorporation or these by-laws, any two of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed with or without cause at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of and be subject to all the restrictions upon the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its

books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the state of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Tennessee." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 7. The corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served with another corporation, partnership, joint venture or other enterprise at the request of the corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the corporation.

ARTICLE IX

AMENDMENTS

Section 1. These by-laws may be altered, amended, or repealed or new by-laws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

RECEIVED
STATE OF TENNESSEE
2005 SEP 29 PM 3:52
RILEY DARNELL
SECRETARY OF STATE

CERTIFICATE OF FORMATION
OF
COLUMBUS HOSPITAL PARTNERS, LLC

Pursuant to the provisions of §48-203-102 of the Tennessee Limited Liability Company Act, the undersigned hereby submits the following statement.

1. The limited liability company will be formed at 11:59 p.m. on September 30, 2005.

Signature Date: September 28, 2005

COLUMBUS HOSPITAL PARTNERS, LLC

John J. Faldetta, Jr., Authorized Person

1147529.3

Exhibit 3.68

COLUMBUS HOSPITAL PARTNERS, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by Behavioral Healthcare LLC., a Delaware limited liability company and the sole member (the "Managing Member") of COLUMBUS HOSPITAL PARTNERS, LLC, a Tennessee limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Tennessee (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") of the State and entering into an Operating Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Member" means the Managing Member and any Person who subsequently is admitted as a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on December 12, 1996. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "COLUMBUS HOSPITAL PARTNERS, LLC". The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be CT Corporation System located at 800 S. Gay Street, Suite 2021, Knoxville, TN 37929.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Behavioral Healthcare LLC

By: BHC Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Columbus Hospital Partners, LLC

CERTIFICATE OF FORMATION

OF

BHC NEWCO 2, LLC

The undersigned, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the Delaware Limited Liability Company Act, hereby certifies that:

FIRST: The name of the limited liability company ("limited liability company") is BHC NEWCO 2, LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware.

Executed on January 12, 2005.

Stephen C. Petrovich
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:46 AM 01/13/2005
FILED 10:18 AM 01/13/2005
SRV 050030284 - 3911535 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:09 PM 08/12/2005
FILED 07:07 PM 08/12/2005
SRV 050670046 - 3911535 FILE

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

BHC NEWCO 2, LLC

BHC Newco 2, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is BHC Newco 2, LLC.

2. The Certificate of Formation of the domestic limited liability company is hereby amended to change the name and address of the registered agent and the address of the registered office within the State of Delaware as follows:

National Registered Agents, Inc.
160 Greentree Drive, Suite 101
Dover, Delaware 19904
County of Kent

Executed on 8/8/05
[Month/Day/Year]

Jack Polson, Member

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:02 PM 10/10/2007
FILED 07:18 PM 10/10/2007
SRV 071103991 - 3911535 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: BHC Newco 2, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the city of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1st day of October, A.D. 2007.

By: Samantha Jones
Authorized Person(s)

Name: Samantha Jones,
Print or Type

DE084 - 05/18/2007 C T System Online

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:32 PM 12/26/2007
FILED 09:32 PM 12/26/2007
SRV 071363529 - 3911535 FILE

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF FORMATION
OF
BHC NEWCO 2, LLC

1. The name of the limited liability company is BHC Newco 2, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended by deleting paragraph one and replacing it with the following:

> "1. The name of the limited liability company is Cumberland Hospital Partners, LLC."

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 21st day of December, 2007.

Christopher L. Howard
Vice President & Secretary

1844095.1

Exhibit 3.70

CUMBERLAND HOSPITAL PARTNERS, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by BHC Properties, LLC., a Tennessee limited liability company and the sole member (the "Managing Member") of CUMBERLAND HOSPITAL PARTNERS, LLC, a Delaware limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Delaware (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") of the State and entering into an Operating Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Member" means the Managing Member and any Person who subsequently is admitted as a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on January 13, 2005. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "CUMBERLAND HOSPITAL PARTNERS, LLC". The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be The Corporation Trust Company located at 1209 Orange Street, Wilmington, DE 19801.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: BHC Properties, LLC

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Cumberland Hospital Partners, LLC

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

LLC-1014N
(07/05)

ARTICLES OF AMENDMENT

CHANGING THE NAME OF A VIRGINIA LIMITED LIABILITY COMPANY
By the Members

The undersigned, pursuant to § 13.1-1014 of the Code of Virginia, executes these articles and states as follows:

1. The current name of the limited liability company is AHS Cumberland Hospital, LLC.

2. The name of the limited liability company is changed to Cumberland Hospital, LLC.

3. The foregoing amendment was adopted by a majority vote of the members entitled to vote on

   September 28, 2005
   (date)

4. CHECK IF APPLICABLE (see instructions):

   ☑ The person signing this document on behalf of the limited liability company has been delegated the right and power to manage the company's business and affairs.

Executed in the name of the limited liability company by:

(signature)	9/28/2005 (date)
Steven T. Davidson (printed name)	Vice President (title)
S075502-7 (limited liability company's SCC ID no.)	(telephone number (optional))

SEE INSTRUCTIONS ON THE REVERSE

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, OCTOBER 4, 2005

The State Corporation Commission has found the accompanying articles submitted on behalf of

Cumberland Hospital, LLC
(formerly known as AHS Cumberland Hospital, LLC)

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective October 4, 2005.

STATE CORPORATION COMMISSION

By Mark C. Christie

Commissioner

05-10-03-0617
LLAACPT

ARTICLES OF ORGANIZATION

OF

AHS CUMBERLAND HOSPITAL, LLC

The undersigned organizer, desiring to form a limited liability company pursuant to Chapter 12 of Title 13.1 of the Code of Virginia, hereby states the following:

1. NAME. The name of the limited liability company is AHS Cumberland Hospital, LLC.

2. REGISTERED AGENT AND REGISTERED OFFICE. The initial registered agent of the limited liability company is an individual who is a resident of Virginia and a member of the Virginia Bar. The name and address of such agent are:

Beverley L. Crump, Esq.
11 South 12th Street
City of Richmond, Virginia 23219

3. PRINCIPAL OFFICE. The address of the initial principal office of the limited liability company is:

102 Woodmont Boulevard
Suite 800
Nashville, Tennessee 37205

IN WITNESS WHEREOF, the undersigned has duly executed these Articles of Organization this 21st day of March, 2002.

JONATHAN M. SKEETERS, Organizer

NAS 53X967.1

Exhibit 3.72

CUMBERLAND HOSPITAL, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by and between BHC Properties, LLC, a Tennessee limited liability company and it's minority member (the "Minority Member") and Cumberland Hospital Partners, LLC, a Delaware limited liability company and it's managing member (the "Managing Member") of CUMBERLAND HOSPITAL, LLC, a Virginia limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Members formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Virginia (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") of the State and entering into a Limited Liability Company Agreement (the "Initial Agreement"); and

WHEREAS, each of the Members and the LLC has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Members from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Members, the bankruptcy, insolvency, liquidation or dissolution of the Members under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Members" means the Managing Member, Minority Member and any Person who subsequently is admitted as members of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on March 26, 2002. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "CUMBERLAND HOSPITAL, LLC" The LLC may do business under that name and under any other name or names as selected by the Members.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be CT Corporation System located at 4701 Cox Road, Suite 301, Glen Allen, VA 23060.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Members. The Managing Member and the Minority Member shall be the initial sole members and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Members shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Members intend that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Members be a partner or joint venturer of any other Members, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Members shall make capital contributions to the Company at such times and in such amounts as determined by the Members. The Members shall have no obligation to make additional capital contributions except as the Members expressly agrees. All capital contributions made by the Members to the Company shall be credited to the Member's capital account. The Members shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Members. Cash shall be distributed to the Members as the Members shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Members on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Members shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member and Minority Member or (b) any Person authorized by the Members pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Members, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Members, and each agent, partner, officer, employee, counsel and affiliate of the Members or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts

("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Members, or an agent, partner, officer, employee, counsel or affiliate of the Members or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Members shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as Members as of the effective date of the transfer.

6.2. Admission of New Members. No new Members shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Members and the new Members.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Members.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Members shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Members.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Members and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Cumberland Hospital Partners, LLC
Its Managing Member

By: BHC Properties, LLC
Its Minority Member and Sole Member of the Managing Member

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Cumberland Hospital, LLC

1686147

FILED
In the office of the Secretary of State
of the State of California

APR 29 1991

MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION

OF

DEL AMO HOSPITAL, INC.

FIRST: That the name of the corporation is Del Amo Hospital, Inc.

SECOND: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: The name of this corporation's initial agent for service of process in the State of California is:

C T CORPORATION SYSTEM

FOURTH: The total number of shares which the corporation is authorized to issue is two hundred (200) of the par value of One Dollar ($1.00) each.

IN WITNESS WHEREOF, the undersigned has executed these Articles this 24th day of April 1991.

BRUCE R. GILBERT Incorporater

Exhibit 3.74

AMENDED AND RESTATED

BY LAWS

OF

DEL AMO HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Del Amo Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of California. The Corporation may also have offices at such other places both within and without the State of California as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of California as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of California nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of California as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of California.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, California." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of California, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:49 PM 08/11/2009
FILED 12:27 PM 08/11/2009
SRV 090769412 - 4719100 FILE

CERTIFICATE OF FORMATION
OF
EMERALD COAST 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 EMERALD COAST BEHAVIORAL HOSPITAL, LLC (the "Company").

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

3. The Company shall have the power and authority to carry on any business permitted by, and to have and exercise all of the powers and rights conferred by, the Act as amended from time to time or any successor provisions thereto.

4. 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 10th day of August, 2009

E. Brent Hill

E. Brent Hill, Authorized Person

3025629.1

EMERALD COAST BEHAVIORAL HOSPITAL, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Emerald Coast Behavioral Hospital, LLC, a Delaware limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Premier Behavioral Solutions, Inc., the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Delaware Limited Liability Company Law, Title 6, Chapter 18 of the Delaware Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Emerald Coast Behavioral Hospital, LLC" or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Delaware Secretary of State on August 11, 2009.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Premier Behavioral Solutions, Inc. is the sole Member of the Company. The Member's membership

interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Delaware as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Delaware without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

PREMIER BEHAVIORAL SOLUTIONS, INC.

By: _____
Name: Steve Filton
Title: Vice President

EMERALD COAST BEHAVIORAL HOSPITAL, LLC

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

ARTICLES OF MERGER

MERGING

FIRST HOSPITAL DEVELOPMENT CORPORATION,
a Virginia corporation

INTO

FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH,
a Virginia corporation

Pursuant to the provisions of Section 13.1-720 of the Virginia Stock Corporation Act, First Hospital Corporation of Virginia Beach, a Virginia corporation, as the surviving corporation, hereby adopts the following Articles of Merger.

FIRST The Plan of Merger (the "Plan"), pursuant to which First Hospital Development Corporation, a Virginia corporation, will merge into First Hospital Corporation of Virginia Beach (the "Merger"), is attached hereto as Exhibit A and made a part hereof.

SECOND The Plan was approved and adopted by the Board of Directors of First Hospital Corporation of Virginia Beach as of July 31, 1998 by the execution of a unanimous written consent in lieu of a special meeting. Action on the Plan by the shareholders of First Hospital Corporation of Virginia Beach was not required pursuant to Virginia Code Section 13.1-718 G The Plan was approved by the Board of Directors of First Hospital Development Corporation and recommended for approval to the sole shareholder of First Hospital Development Corporation as of July 31, 1998 by the execution of a unanimous written consent in lieu of a special meeting The Plan was approved and adopted as of July 31, 1998 by Alternative

Behavioral Services, Inc., the sole shareholder of First Hospital Development Corporation, by the execution of a consent of the sole shareholder in lieu of a special meeting.

THIRD: The Surviving Corporation to the Plan shall be First Hospital Corporation of Virginia Beach, a Virginia corporation.

FOURTH: The effective time and date of the Merger shall be upon issuance of a Certificate of Merger by the State Corporation Commission.

DATED: August 7, 1998

FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH

By: _____
Edward C. Irby, Jr.
Its: President

41462

PLAN OF MERGER

THIS PLAN OF MERGER is made and entered into as of this 31st day of July, 1998 by and between FIRST HOSPITAL DEVELOPMENT CORPORATION, a corporation incorporated under the laws of Virginia ("Merged Corp.") and FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH, a corporation incorporated under the laws of Virginia ("Surviving Corporation").

A. The Board of Directors of Merged Corp. and Surviving Corporation have approved the merger of Merged Corp. with and into Surviving Corporation by a statutory merger upon the terms and conditions set forth herein.

NOW THEREFORE, Merged Corp. and Surviving Corporation agree as follows:

1. Merger. At the Effective Time (as defined below), Merged Corp. shall be merged with and into Surviving Corporation (the "Merger") in accordance with the provisions of Article 12 of the Virginia Stock Corporation Act; Surviving Corporation shall be and continue in existence as the surviving corporation of the Merger; and the separate existence of Merged Corp. shall cease.

2. The effective date and time of the Merger shall be upon issuance of a Certificate of Merger by the State Corporation Commission (the "Effective Time").

3. Effect of Merger on Outstanding Shares.

(a) At the Effective Time, each issued and outstanding share of capital stock of Merged Corp. shall be canceled.

(b) The issued and outstanding shares of capital stock of Surviving Corporation shall remain outstanding after the Merger and shall not be affected in any way by the Merger.

4. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of Surviving Corporation in effect at the Effective Time shall continue (until amended or repealed as provided by applicable law) to be the Articles of Incorporation and Bylaws of Surviving Corporation after the Effective Time.

IN WITNESS WHEREOF, Merged Corp. and Surviving Corporation have caused this Plan of Merger to be executed as of the day and year first above written.

FIRST HOSPITAL DEVELOPMENT CORPORATION,
a Virginia corporation

By: _____
Edward C. Irby, Jr.
Its President

FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH,
a Virginia corporation

By: _____
Edward C. Irby, Jr.
Its: President

[illegible]

ARTICLES OF INCORPORATION

OF

FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH

The undersigned Incorporator hereby forms a stock corporation under the provisions of Title 13.1 of the Code of Virginia and, to that end, sets forth the following:

A. The name of the corporation is First Hospital Corporation of Virginia Beach.

B. The purpose for which the corporation is formed is to transact any or all lawful business, not required to be specifically stated in these Articles, for which corporations may be incorporated under the laws of the Commonwealth of Virginia. The corporation shall have all corporate powers, of every nature and description, provided by Virginia law.

C. The aggregate number of shares which the corporation shall have authority to issue, and the par value per share are as follows:

Class	Number of Shares	Par Value Per Share
Common	1,000	$1.00

D. No Shareholder of the corporation shall have preemptive rights to acquire unissued shares of the corporation's stock or other securities.

E. The initial registered office of the corporation is 870 World Trade Center, Norfolk, Virginia 23510, which is located within the City of Norfolk, Virginia. The name of the initial registered agent is Burle U. Stromberg, who is a resident of Virginia and a member of the Virginia State Bar, and whose business address is the same as the registered office of the corporation.

F. The number of directors constituting the initial Board of Directors is one (1), and the name and address of the person who is to serve as the initial director is:

Name	Address
Ronald I. Dozoretz	870 World Trade Center Norfolk, Virginia 23510

Dated in Norfolk, Virginia by the undersigned Incorporator this 6th day of February, 1987.

Burle U. Stromberg, Esquire

(273)

Exhibit 3.78

AMENDED AND RESTATED

B Y L A W S

OF

FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be First Hospital Corporation of Virginia Beach (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the Commonwealth of Virginia. The Corporation may also have offices at such other places both within and without the Commonwealth of Virginia as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the Commonwealth of Virginia as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the Commonwealth of Virginia nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the Commonwealth of Virginia as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the Commonwealth of Virginia.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Virginia." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the Commonwealth of Virginia, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

COMMONWEALTH OF PUERTO RICO
DEPARTMENT OF STATE
SAN JUAN, PUERTO RICO

I, **FERNANDO J. BONILLA,** Secretary of State of the Commonwealth of Puerto Rico,

CERTIFY: That on October 15, 2007 at 2:07 p.m., was filed, a Certificate of Merger between **"FIRST HOSPITAL PANAMERICANO, INC.",** register number ~~18,725~~ 8,725-P **(Registered in Virginia)** and **"FC BEHAVIORAL PUERTO RICO, INC.",** register number **175,775,** , a profit corporation organized under the laws of Puerto Rico, surviving the latter and changing its name to: **"FIRST HOSPITAL PANAMERICANO, INC.".**

IN TESTIMONY WHEREOF, I sign the present and cause to be affixed on in the Great Seal of the Commonwealth of Puerto Rico, in the City of San Juan, today March 14th. of the year two-thousand eight.

Fernando J. Bonilla
Secretary of State

0481182-$60.00
FJB/erf

ESTADO LIBRE ASOCIADO DE PUERTO RICO
DEPARTAMENTO DE ESTADO
SAN JUAN, PUERTO RICO

2008 JAN 15 PM 3:41

3 de enero de 2008

McConnell Valdes
P.O. Box 364225
San Juan, Puerto Rico 00936-4225

RE: FC BEHAVIORAL PUERTO RICO, INC.
Registro Núm. 175,775 y 8,725-F

Estimados señores:

Le devolvemos Cerificado de Renuncia de Autorización de Hacer Negocios en Puerto Rico por la siguiente (s) razón(es):

- Falta indicar la fecha en la juramentación en el documento.
- Falta presentar el informe anual de 2007 de la corporación **FIRST HOSPITAL PANAMERICANO, INC.**, con sus valores o en su lugar una resolución corporativa asumiendo las deudas de la corporación que deja de existir le advertimos que la corporación sobreviviente no estará en goods Standing hasta tanto no radique las deudas señaladas.
- Los documento presentados serán retenidos en nuestras oficina.

Falta

De haberse encontrado inexactitudes o deficiencias en el documento y para conservar la fecha de radicación original, deberá corregir el mismo mediante un Certificado de Corrección (el cual se incluye), Dicho certificado debe contener las inexactitudes o defectos que se habrán de corregir, de acuerdo con las disposiciones del Articulo 1.03, inciso (f), de la Ley General de Corporaciones. Además, deberá estar acompañado de un comprobante de rentas internas por la cantidad de $10.00 **(hoja amarilla). Advertimos que, de no radicar el Certificado de Corrección perderá la fecha de radicación del documento.**

Favor de radicar el documento original nuevamente con las correcciones señaladas, y de ser necesario, el Certificado de Corrección, en la Oficina de Centro Único de Servicios, ubicada en el primer piso del edificio de servicios de Departamento de Estado, o en cualquiera de nuestras oficinas regionales localizadas en **Ponce, Fajardo y Arecibo**. Estos documentos también pueden ser enviados por correo. **Deberá incluir copia de esta notificación al radicar los documentos.**

Los derechos pagados en comprobante de rentas internas por $70.00, serán retenidos en nuestras oficinas . De no hacer las correcciones pertinentes dentro el término de sesenta (60) días, se considerará abandonado dicho proceso. Si tiene alguna duda al respecto, favor de comunicarse al **722-2123- Ext. 6226, 6443**.

Cordialmente,

Evelyn Rosario Falcón
Oficial de Corporaciones
Anejo

GOBIERNO DE PUERTO RICO
GOVERNMENT OF PUERTO RICO

Departamento de Estado
Department of State

2007 OCT 15 PM 2:07

CERTIFICADO DE RENUNCIA DE UNA CORPORACION FORANEA
CERTIFICATE OF WITHDRAWAL OF A FOREIGN CORPORATION

PRIMERO: First Hospital Panamericano, Inc. Es una corporación organizada bajo las leyes de
FIRST: *First Hospital Panamericano, Inc.* *is a corporation organized under the laws of*
Virginia y está autorizada a hacer negocios en Puerto Rico.
Virginia *and is authorized to do business in Puerto Rico.*

SEGUNDO: La corporación no está haciendo negocios en Puerto Rico y renuncia a su autorización a hacer negocios en Puerto Rico.
SECOND: The corporation is not doing business in Puerto Rico and renounces its authorization to do business in Puerto Rico.

TERCERO: Se revoca la autorización de su agente residente para recibir emplazamientos a nombre de la corporación y se designa al Secretario de Estado como su agente para emplazamiento en cualquier procedimiento basado en una causa de acción que surgiere durante el término que estuviere autorizada a hacer negocios.
THIRD: The authorization of its resident agent to receive summons on behalf of the corporation is hereby revoked and the Secretary of State is hereby designated as its agent authorized to receive summons on any legal proceeding based on a cause of action which arose during the term the corporation was authorized to do business in Puerto Rico.

CUARTO: El Secretario de Estado podrá enviar por correo cualquier emplazamiento que se le entregue según dispuesto en el párrafo TERCERO a la siguiente dirección postal:
FOURTH: The Secretary of State may send by mail any summons received pursuant to paragraph THIRD to the following mailing address:

6640 Carothers Parkway, Suite 500
Franklin, TN 37067

QUINTO: La corporación se compromete de notificar al Secretario de Estado de cualquier cambio futuro en su dirección postal.
FIFTH: *The corporation shall notify the Secretary of State of any future change of its mailing address.*

EN TESTIMONIO DE LO CUAL, Yo, el suscribiente, juro que los datos contenidos en este Certificado son ciertos, hoy día 1 del mes de October del año 2007.
IN WITNESS WHEREOF, *I, the undersigned, hereby swear that the facts herein stated are true, this 1 day of October, 2007.*

Oficial Autorizado
Authorized Officer

1724657.1

CERTIFICATE OF MERGER

MERGING

2007 OCT 15 PM 2:07

FIRST HOSPITAL PANAMERICANO, INC.
(a Virginia corporation)

with and into

FC BEHAVIORAL PUERTO RICO, INC.
(a Puerto Rico corporation)

Pursuant to Section 3053 and Section 3051 (d) of the Puerto Rico General Corporation Law (the "PRGCL"), FC Behavioral Puerto Rico, Inc., a Puerto Rico corporation, does hereby certify that:

FIRST: The name and state of incorporation of each of the constituent corporations are as follows:

Name	Place of Incorporation
First Hospital Panamericano, Inc.	Virginia
FC Behavioral Puerto Rico, Inc.	Puerto Rico

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 3052 and Section 3053 of the PRGCL and the applicable provisions of the Virginia Code.

THIRD: The surviving corporation of the merger is FC Behavioral Puerto Rico, Inc., a Puerto Rico corporation. The surviving corporation will and has assumed all liabilities and obligations of First Hospital Panamericano, Inc. as a result of the merger.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be the Certificate of Incorporation of FC Behavioral Puerto Rico, Inc., a Puerto Rico corporation.

FIFTH: The executed Agreement and Plan of Merger is on file at an office of the surviving corporation at 6640 Carothers Parkway, Suite 500, Franklin, Tennessee 37067.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of either constituent corporation.

SEVENTH: The number of authorized shares of capital stock of FC Behavioral Puerto Rico, Inc., a Puerto Rico corporation, is 1,000 shares of common stock, par value $.01 per share.

EIGHTH Pursuant to Section 3053 of the PRGCL and in accordance with the approval of the Board of Directors of FC Behavioral Puerto Rico, Inc., at the effective time of the merger, the name of the surviving corporation of this merger shall be changed from "FC Behavioral Puerto Rico, Inc." to "First Hospital Panamericano, Inc."

IN WITNESS WHEREOF, this Certificate of Merger is hereby signed on behalf of each of the constituent parties hereto on September 27, 2007.

FIRST HOSPITAL PANAMERICANO, INC.,
a Virginia Corporation

By: _____
Name: Christopher L. Howard
Title: Secretary

FC BEHAVIORAL PUERTO RICO, INC.,
a Puerto Rico corporation

By: _____
Name: Christopher L. Howard
Title: Secretary

ARTICLES OF MERGER

OF

FIRST HOSPITAL PANAMERICANO, INC. 0393019-5
(a Virginia corporation)

with and into

FC BEHAVIORAL PUERTO RICO, INC. Nondom
(a Puerto Rico corporation)

The undersigned, on behalf of the corporations set forth below, pursuant to Title 13.1, Chapter 9, Article 12 of the Code of Virginia states as follows:

1. The name and state of incorporation of each of the constituent corporations are as follows:

Name	Place of Incorporation
First Hospital Panamericano, Inc.	Virginia
FC Behavioral Puerto Rico, Inc.	Puerto Rico

2. The Agreement and Plan of Merger is attached hereto as Exhibit A and incorporated herein by reference. The Agreement and Plan of Merger and the performance of its terms were duly authorized by all action required by the laws of the respective jurisdictions under which each party thereto was incorporated and by each party's respective articles of incorporation, certificate of incorporation or constituent document.

3. Pursuant to the Virginia Code, First Hospital Panamericano, INC., a Virginia corporation (the "Company"), hereby adopts the following Articles of Merger with respect to the merger of the Company into FC Behavioral Puerto Rico, INC., a Puerto Rico corporation (the "Surviving Corporation"):

4. The Surviving Corporation is the direct owner of all of the outstanding shares of capital stock of the Company.

5. Effective on filing of these Articles of Merger, the Company shall be merged with and into the Surviving Corporation (the "Merger"). As a result of the Merger, the Surviving Corporations shall assume all liabilities and obligations of First Hospital Panamericano, Inc.

6. The Board of Directors of the Company approved the Merger and Agreement and Plan of Merger in accordance with Virginia law and its organizational or other constituent documents by action by written consent September 26, 2007, such resolutions are attached as Exhibit B hereto. Also, the Surviving Corporation as the sole shareholder of the Company approved the Merger and Agreement and Plan of Merger on September 26, 2007 by written

consent in accordance with Section 13.1-657 of the Virginia Code and the resolutions adopted by that written consent are attached as Exhibit C hereto.

7. The sole stockholder of the Surviving Corporation is not required to approve the Merger under Puerto Rico Law as this merger is the merger of a subsidiary into a parent. The Merger and the Agreement and Plan of Merger were approved by the Board of Directors of the Surviving Corporation in accordance with Puerto Rico law and its organizational or other constituent documents on September 26, 2007.

8. The address of the Surviving Corporation's registered office in Puerto Rico is 361 San Francisco Street, San Juan, Puerto Rico 00901 and the registered agent at this address is CT Corporation.

IN WITNESS WHEREOF, these Articles of Merger are hereby signed on behalf of the Company on September 27, 2007.

FIRST HOSPITAL PANAMERICANO, INC.,
a Virginia Corporation

By: _____
Name: Christopher L. Howard
Title: Secretary

FC BEHAVIORAL PUERTO RICO, INC.,
a Puerto Rico corporation

By: _____
Name: Christopher L. Howard
Title: Secretary

ARTICLES OF AMENDMENT
OF THE
ARTICLES OF INCORPORATION
OF
NEWCO 1, INC.

1. The name of the corporation is Newco 1, Inc.

2. Article FIRST of the articles of incorporation of the corporation is amended to read as follows:

FIRST: The name of the corporation is First Hospital Panamericano, Inc.

3. The foregoing amendment was adopted effective as of October 14, 1992 by unanimous consent of the holders of all the issued and outstanding stock of the corporation.

Dated: February 2, 1993

NEWCO 1, INC.

By: _____
Ronald I. Dozoretz
President

2050

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

February 22, 1993

The State Corporation Commission has found the accompanying articles submitted on behalf of

FIRST HOSPITAL PANAMERICANO, INC.
(FORMERLY NEWCO 1, INC.)

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective February 22, 1993.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

Commissioner

AMENACPT
CIS20436
93-02-22-0045

ARTICLES OF MERGER

MERGING

FIRST HOSPITAL PANAMERICANO, INC. NON-DOM
(a Puerto Rico corporation)

INTO

NEWCO 1, INC.
(a Virginia corporation) 0393019-5

Pursuant to the provisions of Section 13.1-720 of the Virginia Stock Corporation Act, Newco 1, Inc., a Virginia corporation ("Newco") as the surviving corporation, hereby adopts the following Articles of Merger:

FIRST: The Plan of Merger (the "Plan") pursuant to which First Hospital Panamericano, Inc., a Puerto Rico corporation ("Panamericano"), will merge into Newco is attached hereto as Exhibit A and made a part hereof.

SECOND: The Plan was duly approved and adopted on May 31, 1992, by the written consent of the sole director of Newco and recommended to the sole shareholder of Newco for its approval.

THIRD: The Plan was duly approved effective May 31, 1992, by the written consent of the sole shareholder of all of the issued and outstanding shares of Newco stock.

FOURTH: The Plan was duly approved and adopted on May 31, 1992, by the written consent of the sole director of Panamericano and recommended to the sole shareholder of Panamericano for its approval.

FIFTH: The Plan was duly approved effective May 31, 1992 by the written consent of the sole shareholder of all the issued and outstanding shares of Panamericano.

The undersigned declare that the facts herein stated are true as of May 31, 1992.

NEWCO 1, INC.

By: _____
Ronald I. Dozoretz, M.D.
President

FIRST HOSPITAL PANAMERICANO, INC.

By: _____
Ronald I. Dozoretz, M.D.
President

Exhibit A

PLAN OF MERGER

1. The corporations proposing to merge are Newco 1, Inc., a Virginia corporation ("Newco"), which is a wholly-owned subsidiary of First Hospital Corporation, and First Hospital Panamericano, Inc., a Puerto Rico corporation ("Panamericano"), which is also a wholly-owned subsidiary of First Hospital Corporation.

2. The respective board of directors and the respective shareholders of Newco and Panamericano have approved the merger of Panamericano into Newco by a statutory merger upon the terms and conditions set forth herein.

3. Panamericano shall be merged into Newco in accordance with Article 12 of the Virginia Stock Corporation Act effective October 1, 1992 (the "Effective Date of the Merger").

4. Upon the Effective Date of the Merger, Newco shall be and continue in existence as the surviving corporation and the separate existence of Panamericano shall cease. The authorized capital stock of Newco shall not be changed, but shall be and remain the same as before the Effective Date of the Merger.

5. Upon the Effective Date of the Merger, the one hundred thousand (100,000) issued and outstanding shares of common stock of Panamericano shall not be converted into shares of Newco stock but shall be cancelled.

6. The Articles of Incorporation and Bylaws of Newco in effect on the Effective Date of the Merger shall continue (until

amended or repealed as provided by applicable law) to be the Articles of Incorporation and Bylaws of Newco.

7. The officers and directors of Newco in office on the date immediately preceding the Effective Date of the Merger shall continue to be the officers and directors of Newco, and shall serve in such capacities until their respective successors are duly elected and qualified.

8. Upon the Effective Date of the Merger, all assets, whether real, personal or mixed, of Panamericano shall be transferred to and vested in Newco, without further act or deed, whereupon Newco shall possess all rights, privileges, powers, franchises and immunities of Panamericano, and Newco shall assume and be liable for all obligations, claims, penalties or other liabilities of or against Panamericano.

0393019 - 5

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

October 1, 1992

The State Corporation Commission has found the accompanying articles submitted on behalf of

FIRST HOSPITAL PANAMERICANO, INC. (A PUERTO RICO CORPORATION NOT QUALIFIED IN VA)

to comply with the requirements of law. Therefore, it is ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles in the office of the Clerk of the Commission.

FIRST HOSPITAL PANAMERICANO, INC. (A PUERTO RICO CORPORATION NOT QUALIFIED IN VA)

are merged into NEWCO 1, INC., which will continue to be a corporation existing under the laws of the State of VIRGINIA with the corporate name NEWCO 1, INC.. The existence of all non-surviving corporations will cease, according to the plan of merger.

The certificate is effective on October 1, 1992.

STATE CORPORATION COMMISSION

By

Commissioner

MERGACPT
CIS20436
92-09-24-0520

ARTICLES OF INCORPORATION

OF

NEWCO 1, INC.

FIRST: The name of the corporation is Newco 1, Inc.

SECOND: The corporation is authorized to issue up to 5,000 shares of common stock. No holder of shares of common stock or any other securities of the corporation shall be entitled to the pre-emptive right to subscribe for or acquire additional shares of common stock, or any security convertible into or carrying a right to subscribe for or acquire shares.

THIRD: The post office address of the initial registered office and the business office of the initial registered agent is 1200 Mutual Building, 909 East Main Street, Richmond, Virginia 23219, in the City of Richmond, and the initial registered agent at that address is Michael W. Smith, an individual who resides in the Commonwealth of Virginia and is a member of the Virginia State Bar.

FOURTH: The number of directors shall be specified in or fixed in accordance with the bylaws of the corporation. In the absence of an applicable bylaw, the number shall be one. The initial director shall be Ronald I. Dozoretz, M.D., 240 Corporate Boulevard, Norfolk, Virginia 23502.

FIFTH: The corporation shall indemnify an individual made a party to a proceeding because he is or was a director or officer of the corporation against liability incurred in the proceeding unless the liability arises from his willful misconduct

or a knowing violation of criminal law. The determination whether a director or officer has met this standard of conduct shall be determined in the manner fixed by statute with respect to statutory indemnification. The corporation may not indemnify (1) in connection with a proceeding by or in the right of the corporation in which the director or officer was adjudged liable to the corporation, or (2) in connection with any other proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

The corporation shall pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding in advance of final disposition of the proceeding if (1) the director or officer furnishes the corporation a written statement of his good faith belief that he has met the standard of conduct described herein, (2) the director or officer furnishes the corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct, and (3) a determination is made that the facts then known to those making the determination would not preclude indemnification.

All terms defined in Article 10 of the Virginia Stock Corporation Act, as enacted and in effect on the date of these articles of incorporation, shall have the same meaning when used in this article. In the event that any provision of this article

is determined to be unenforceable as being contrary to public policy, the remaining provisions shall continue to be enforced to the maximum extent permitted by law. Any indemnification under this article shall apply to a person who has ceased to have the capacity referred to herein, and may inure to the benefit of the heirs, executors and administrators of such a person.

Given under my hand this 22nd day of May, 1992.

John R. Alford, Jr.
Incorporator

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of September 28, 2007, between FC Behavioral Puerto Rico, Inc., a Puerto Rico corporation (the "Surviving Corporation"), and First Hospital Panamericano, Inc., a Virginia corporation ("Company") and a direct, wholly-owned subsidiary of Surviving Corporation.

RECITALS

WHEREAS, the respective Boards of Directors of the Surviving Corporation and Company have determined that it is in the best interests of their respective corporations and shareholders to effect the Merger provided for herein upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, and of the representations, warranties, covenants and agreements contained herein, the parties hereto adopt the Plan of Merger encompassed by this Agreement and agree as follows:

ARTICLE I
THE MERGER; CLOSING; EFFECTIVE TIME

1.1 THE MERGER. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.3), Company shall be merged with and into the Surviving Corporation and the separate corporate existence of Company shall thereupon cease (the "Merger"). The corporate identity, existence, powers, rights and immunities of the Surviving Corporation shall continue unimpaired by the Merger, and the Surviving Corporation shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of Company, all without further act or deed. The Surviving Corporation shall continue to be governed by the laws of Puerto Rico. The Merger shall have the effects specified in the Puerto Rico General Corporation Law (the "PRGCL") and the Code of the State of Virginia (the "Code of Virginia"). The parties intend that the Merger qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

1.2 CLOSING. The closing of the Merger (the "Closing") shall take place at such place and time and/or on such date as Company and the Surviving Corporation may agree.

1.3 EFFECTIVE TIME. Following the Closing, and provided that this Agreement has not been terminated or abandoned pursuant to Article VI hereof, Company and the Surviving Corporation will, at such time as they deem advisable, cause this Agreement to be filed, together with the Certificate of Merger, Articles of Merger and/or such other appropriate certificates of each of Company and the Surviving Corporation with the Secretary of State of the State of Virginia and with the Secretary of State of Puerto Rico. The Merger shall become effective on filing of the Certificate of Merger and Articles of Merger. (the "Effective Time").

ARTICLE II
CERTIFICATE OF INCORPORATION AND BYLAWS OF THE SURVIVING CORPORATION

2.1 CERTIFICATE OF INCORPORATION. The Certificate of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Time, without amendment thereto, shall be the Certificate of Incorporation of the Surviving Corporation following the Merger.

2.2 BYLAWS. The Bylaws of the Surviving Corporation in effect immediately prior to the Effective Time, without amendment thereto, shall be the Bylaws of the Surviving Corporation following the Merger.

ARTICLE III
DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

3.1 DIRECTORS AND OFFICERS. The directors and officers of Surviving Corporation at the Effective Time shall, from and after the Effective Time, be the directors and officers (holding the same titles and positions), respectively, of the Surviving Corporation until their respective successors have been duly elected or appointed and qualified or until their earlier respective death, resignation or removal.

ARTICLE IV
EFFECT OF THE MERGER ON CAPITAL STOCK

4.1 EFFECT ON CAPITAL STOCK OF COMPANY. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any capital stock of Company, each share of the common stock, $.01 par value per share, of Company issued and outstanding immediately prior to the Effective Time shall be cancelled.

4.2 EFFECT ON CAPITAL STOCK OF SURVIVING CORPORATION. Each share of the common stock, $.01 par value per share, of the Surviving Corporation issued and outstanding immediately prior to the Effective Time shall remain the outstanding common stock of the Surviving Corporation after the Effective Time

ARTICLE V
CONDITIONS

5.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER. The respective obligations of the Surviving Corporation and Company to consummate the Merger are subject to the approval of this Agreement (i) by Surviving Corporation as sole holder of all of the Company Common Stock, in accordance with applicable law and Company's Articles of Incorporation and Bylaws, (ii) by the Board of Directors of Company, in accordance with applicable law and Company's Articles of Incorporation and

Bylaws, and (ii) by the Board of Directors of the Surviving Corporation, in accordance with applicable law and the Certificate of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE VI
TERMINATION

6.1 TERMINATION BY MUTUAL CONSENT. This Agreement may be terminated and the Merger may be abandoned (notwithstanding approval of the Merger by the Boards of Directors and shareholder of Company) at any time prior to the Effective Time by the mutual consent of the Board of Directors of Company and the Board of Directors of the Surviving Corporation.

6.2 EFFECT OF TERMINATION AND ABANDONMENT. In the event of termination of this Agreement and abandonment of the Merger pursuant to this Article VI, no party thereto (or any of its directors or officers) shall have any liability or further obligation to any other party to this Agreement.

ARTICLE VII
MISCELLANEOUS AND GENERAL

7.1 MODIFICATION OR AMENDMENT. Subject to the applicable provisions of the PRGCL and the Code of Virginia, at any time prior to the Effective Time, the parties hereto may modify, amend or waive any provision of this Agreement solely by written agreement executed and delivered by duly authorized officers of the respective parties.

7.2 COUNTERPARTS. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

7.3 NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

7.4 HEADINGS. The Article, Section and paragraph headings herein are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

7.5 STOCKHOLDER. The term "stockholder" in this Agreement shall mean stockholder or shareholder.

7.6. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Virginia and the U.S. Territory of Puerto Rico.

7.7 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties hereto with respect to the matters set forth herein, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto on the date first hereinabove written.

FC BEHAVIORAL PUERTO RICO, INC., a Puerto Rico corporation

By: _____
Christopher L. Howard
Secretary

FIRST HOSPITAL PANAMERICANO, INC.,
a Virginia corporation

By: _____
Christopher L. Howard
Secretary

DEPARTAMENTO DE ESTADO
DIVISION DE DOCUMENTOS
CORPORATIVOS

Estado Libre Asociado de Puerto Rico
Commonwealth of Puerto Rico 2008 JAN 16 PM 3:40

CERTIFICADO DE CORRECION
CERTIFICATE OF CORRECTION

Número Registro _____ File Number 8,725-F
Fusión _____ Merger
Disolución _____ Dissolution
Enmienda _____ Amendment
Cambio de Agente Residente _____ Change of Resident Agent
Cambio de Dirección de Oficina Designada _____ Change of Address of Designated Office

PRIMERO: El/ Los Artículo (s)
del certificado de
de
una corporación organizada bajo las leyes de Puerto Rico, queda (n) corregido (s) para que lea (n) como sigue:

FIRST: Article(s)
of the Certificate of Withdrawal of a foreign corporation of First Hospital Panamericano, Inc. a corporation organized pursuant to the laws of the State of Virginia and duly authorized to do business in Puerto Rico, has/have been corrected so that it/they read(s) as follows:

The date of execution of the certificate of withdrawal filed by this corporation was October 15, 2007

SEGUNDO: Dicha (s) correccion(es) fue (ron) adoptada (s) por una mayoría de los incorporadores (o mayoría de los directores si estuviesen consignados en el certificado de
o si hubiesen sido elegidos y en posesión de su cargo).
SECOND: Said corrections was/were adopted by a majority of the incorporators (or majority of the directors if they were appointed in the certificate of _____ Or have been elected).

TERCERO: El documento corregido tendrá vigencia a partir de la radicación del documento original, excepto para las personas afectadas de forma sustancial y adversa por la corrección para las cuales el documento corregido regirá a partir de la fecha de radicación de este.

THIRD: The corrected instrument shall be effective as of the filing date of the original instrument, except as to the persons who are substantially and adversely affected by the corrections for which the corrected instrument shall be effective for the filing date hereof.

EN TESTIMONIO DE LO CUAL, Yo
, Oficial Autorizado que suscribe, juro que los datos contenidos en este Certificado son ciertos hoy día
del mes de _____ Del año_____.

IN WITNESS WHEREOF, I,
, Authorized Officer who signs this certificate hereby swear that the facts herein are true, this 8th of January of the year 2008

_____
Oficial Autorizado
Authorized Officer

ESTADO LIBRE ASOCIADO DE PUERTO RICO
DEPARTAMENTO DE ESTADO
SAN JUAN, PUERTO RICO

14 de febrero de 2008

McCONNELL VALDES
P.O. Box 364225
San Juan, Puerto Rico 00936-4225

RE: FC BEHAVIORAL PUERTO RICO, INC.
Registro Núm. 175,775 y 8,725-F

Estimados señores:

Le devolvemos el Certificado de Fusión por la siguiente (s) razón(es):

- Falta informe anual del 2007.
- La corporación podra radicar una resolución aceptando todas las deudas del informe 2007 de la corporación que deja de existir asumiendo todas las deudas de sus informes anuales con el Depto de Estado, le advertimos que de solicitar un GoodStanding de la
- corporación sobreviviente no se reflejara en cumplimiento del mismo hasta tanto no salde la deuda adquirida por la corporación disuelta.

De haberse encontrado inexactitudes o deficiencias en el documento y para conservar la fecha de radicación original, deberá corregir el mismo mediante un Certificado de Corrección (el cual se incluye), Dicho certificado debe contener las inexactitudes o defectos que se habrán de corregir, de acuerdo con las disposiciones del Articulo 1.03, inciso (f), de la Ley General de Corporaciones. Además, deberá estar acompañado de un comprobante de rentas internas por la cantidad de **$ (hoja amarilla). Advertimos que, de no radicar el Certificado de Corrección perderá la fecha de radicación del documento.**

Favor de radicar el documento original nuevamente con las correcciones señaladas, y de ser necesario, el Certificado de Corrección, en la Oficina de Centro Único de Servicios, ubicada en el primer piso del edificio de servicios de Departamento de Estado, o en cualquiera de nuestras oficinas regionales localizadas en **Ponce, Fajardo y Arecibo**. Estos documentos también pueden ser enviados por correo. **Deberá incluir copia de esta notificación al radicar los documentos.**

Los derechos pagados en comprobante de rentas internas por $70.00, serán retenidos en nuestras oficinas . De no hacer las correcciones pertinentes dentro el término de sesenta (60) días, se considerará abandonado dicho proceso. Si tiene alguna duda al respecto, favor de comunicarse al **722-2123- Ext. 6226, 6443**.

Cordialmente,

Evelyn Rosario Falcón
Oficial de Corporaciones
Anejo

R

DEPT. ESTADO
RADICACION DE DOCUMENTOS
C.U.S. CORPORACIONES
07 SEP 27 AM 11:59

Estado Libre Asociado de Puerto Rico
Commonwealth of Puerto Rico

CERTIFICADO DE INCORPORACION
CERTIFICATE OF INCORPORATION
CORPORACION AUTORIZADA A EMITIR ACCIONES DE CAPITAL
A STOCK CORPORATION

PRIMERO: El nombre de la corporatión es:
FIRST: The name of the corporation is: FC Behavioral Puerto Rico, Inc.

Favor hacer un círculo alrededor del término que desee para el nombre de la corporatión:
Please circle the term desired for the corporation's name:

Corporación	Corp.	o	(Inc.)
Corporation,	*Corp.*	*or*	*Inc.*

SEGUNDO: Su oficina designada en el Estado Libre Asociado de Puerto Rico estará localizada en (dirección postal y física, incluyendo calle, número y municipio).
SECOND: Its designated office in the Commonwealth of Puerto Rico will be located at (mailing and physical address, including street, number and municipality).

361 San Francisco Street, San Juan, Puerto Rico 00901

El Agente Residente a cargo de dicha oficina es **CT Corporation**
The Resident Agent is charge of said office is

TERCERO: Esta es una corporación con fines de lucro cuya naturaleza o propósitos son
THIRD: This is a for profit corporation which nature or purposes are

to conduct or promote any lawful business or purpose under the Commonwealth of Puerto Rico General Corporation Law of 1995.

CUARTO: El número y clases de acciones que la corporación está autorizada a emitir son (indicar el valor par de cada acción o si son sin valor par)
FOURTH: The number and classes of authorized capital stock of this corporation are (indicate par value of shares or if they have no par value)

1,000 shares of common stock at $0.01 par value per share

La denominatión, facultad, preferencia y derecho de las acciones es (indicar las condiciones, limitaciones y restricciones de cada clase, si alguna, o si la Junta de Directores estará autorizada a fijarlas mediante resolución)
The denomination, faculties, preferences and rights of the stock are (indicate the conditions, limitations and restrictions of stock, if any or if they will be fixed by the Board of the Directors by corporate resolution)

Each share of common stock is entitled to one vote in any matter which shareholders of the corporation are entitled to vote.

QUINTO: El nombre y dirección postal y física (incluyendo calle, número y municipio) de cada incorporador son
FIFTH: The name and mailing and physical address (including street, number and municipality) of each incorporator are

E. Brent Hill, Esquire 511 Union Street, Suite 2700, Nashville, Tennessee 37219

SEXTO: Si las facultades de los incorporadores habrán de terminar al radicarse el certificado de incorporación, los nombres y las direcciones (incluyendo calle, número y municipio) de las personas que desempeñarán como directores hasta la primera reunión anual de los miembros o hasta que sus sucesores los reemplacen son:
SIXTH: if the faculties of the incorporators will end upon the filing of the certificate of incorporation, the names and addresses (including street, number and municipality) of the persons who will act as directors until the first annual meeting of the members or until their successors replace them are:

E. Brent Hill esquire 511 Main St. Suite 2700 Nashville, Tennessee 37219

1679190.1

Favor indicar con una "X" la fecha en que la corporación tendra vigencia:
Please indicate with an "X" the date on which the corporation will be effective:

__X__ la fecha de radicación
the filing date

_____ la siguiente fecha _____ (que no excederá noventa (90) dias a partir de la fecha de radicación)
the following date *(which will not exceed ninety (90) days from the filing date)*

Véase el párrafo B del Artículo 1.02 de la Ley General de Corporaciones de 1995 para otras cláusulas opcionales.
Please see paragraph B of Article 1.02 of the General Corporation Law of 1995 for other optional clauses.

Yo/Nosotros, el/los suscribiente(s), siendo el/los incorporador(es) antes señalado(s), con el propósito de formar una corporación conforme a la Ley General de Corporaciones de Puerto Rico, juro/juramos que los datos contenidos en este certificado son ciertos, hoy dia ____ del mes de _____del año _____.
I/We, the undersigned, being the incorporator(s), hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Puerto Rico of 1995, hereby swear that the facts herein stated are true, this 21st day of September, 2007.

E. Brent Hice

Incorporador(es)
Incorporator(s)

PARA USO OFICIAL
FOR OFFICIAL USE ONLY

Certificación del Oficial Examinador
Officer Certification

Núm. De Registro
Registration Number

Certifico que he leido y revisado dicho documento y que
I hereby certify that I have read and revised this document and este cumple con la Ley Núm. 144 del 10 de agosto de 1995.
that it complies with Corporation Act Num. 144 of August 10, 1995.

Certifico que el __ de_____, de ___, quedo registrado dicho documento luego de haber cumplido con la Ley Núm. 144 del 10 de agosto de 1995 (Ley General de Corporaciones).
I hereby certify that on _____, _____, ____, this document has been duly registered in accordance to Act Num 144 of August 10, 1995 (General Corporations Law of Puerto Rico).

Fecha
Date

Firma
Signature

EN TESTIMONIO DE LO CUAL, firmo la presente y estampo en ella el Gran Sello del Estado Libre Asociado de Puerto Rico, en la ciudad de San Juan.
IN WITNESS WHEREOF, the undersigned by virtue of the authority vested by laws, hereby issue this certificate and affixes the Great Seal of the Commonwealth of Puerto Rico, in the City of San Juan.

Núm. de Comprobante
Voucher Number

Cantida
Amount

Fecha
Date

Secretario Auxiliar de Estado
Assistant Secretary of State

1679190.1

Exhibit 3.80

AMENDED AND RESTATED

BY LAWS

OF

FIRST HOSPITAL PANAMERICANO, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be First Hospital Panamericano, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the Commonwealth of Puerto Rico. The Corporation may also have offices at such other places both within and without the Commonwealth of Puerto Rico as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the Commonwealth of Puerto Rico as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the Commonwealth of Puerto Rico nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the Commonwealth of Puerto Rico as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the Commonwealth of Puerto Rico.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Puerto Rico." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the Commonwealth of Puerto Rico, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

MAY-25-2000 11:29

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:00 PM 05/25/2000
001266591 - 3234446

CERTIFICATE OF LIMITED PARTNERSHIP

OF

FORT DUNCAN MEDICAL CENTER, L.P.

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

I. The name of the limited partnership is Fort Duncan Medical Center, L.P.

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of each general partner is as follows:

Fort Duncan Medical Center, Inc.
367 South Gulph Road
King of Prussia, Pennsylvania 19406

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Fort Duncan Medical Center, L.P., as of this 25th day of May, 2000.

By: _____
Bruce R. Gilbert, Secretary,
Fort Duncan Medical Center, Inc., as General Partner

TOTAL P.02

AGREEMENT OF LIMITED PARTNERSHIP

OF

FORT DUNCAN MEDICAL CENTER, L.P.

This AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement"), is made and entered into as of May 25, 2000, by and among Fort Duncan Medical Center, Inc., a Delaware corporation, as general partner (the "General Partner"), and UHS of Eagle Pass, Inc., a Delaware corporation (the "Limited Partner"). The General Partner and the Limited Partners are hereinafter sometimes referred to individually as a "Partner" and collectively as the "Partners."

RECITALS:

WHEREAS, the Partners agree to form a limited partnership under the Delaware Revised Uniform Limited Partnership Act for the purpose of owning, and operating acute care hospital in Eagle Pass, TX , including Fort Duncan Regional Medical Center (the "Hospital");

NOW, THEREFORE, the Partners agree as follows:

SECTION 1

General

1.1 Formation. The parties form, in accordance with the provisions of this Agreement, the Partnership as a limited partnership under and pursuant to the Act, and the rights and obligations of the Partners shall be as provided in the Act except as otherwise expressly provided herein.

1.2 Organization Certificates. The General Partner shall execute a certificate of limited partnership (the "Certificate") and all other certificates or documents and make all filings and recordings and perform such acts as shall constitute compliance with all requirements for the formation and maintenance of the existence of the Partnership as a limited partnership under the Act and under the laws of the United States or a state in which it has authority to do business. The General Partner shall take all action that may be necessary or appropriate for the continuation of the Partnership's valid existence as a limited partnership under the Act and under the laws of all such states.

1.3 Name. The name of the Partnership shall be Fort Duncan Medical Center, L.P., all business of the Partnership shall be conducted in such name that the General Partner determines to be in the best interest of the Partnership.

1.4 Capitalized Words and Phrases. Capitalized words and phrases used herein shall have the meanings stated in Section 19 hereof, unless defined in a document to which reference is made for such definition or defined in another section of this Agreement.

SECTION 2

Term

The term of the Partnership shall commence on the date of the filing of the Certificate in the Office of the Secretary of State of Delaware and continue until dissolved as provided in Section 12. The General Partner shall cause the due filing and recording of any required amendments to and/or restatements of the Certificate as promptly as possible following the execution and delivery of this Agreement.

SECTION 3

Purpose

The sole purpose and business of the Partnership shall be to own and operate the Hospital. In furtherance of the purpose of the Partnership, the Partnership shall have the power to do any and all of the things necessary or desirable in connection with the foregoing or as otherwise contemplated by this Agreement. The Partnership shall not engage in any other business without the prior written consent of the General Partner.

SECTION 4

Principal Place of Business

The location of the principal office of the Partnership where the books and records of the Partnership shall be kept is Hospital, which is currently located at 3333 N. Foster Maldonado Blvd, Eagle Pass, TX 78852.

SECTION 5

Partners; Capital Contributions; Capital Accounts; Allocations Among Partners; Partnership Interests

5.1 Capital Contributions.

(a) Capital Contribution of the Partners. The initial Capital Contributions which the respective Partners have agreed to contribute to the Partnership are as follows:

(i) The General Partner has contributed certain assets and liabilities agreed upon by all Partners in exchange for the General Partnership interest in the Partnership. The General Partner ship Interest shall consist of a one percent (1%) capital interest in the Partnership.

(ii) The Limited Partner has contributed certain assets and liabilities as agreed upon by the Partners in exchange for the Limited Partnership Interest in the Partnership. The Limited Partnership Interest shall consist of a ninety-nine percent (99%) capital interest in the Partnership.

(b) Additional Capital Contributions of Partners. Except for the Capital Contributions as set forth in Section 5.1, no Partner shall be required to make any additional capital contributions unless all Partners consent to make such Additional Contribution.

(c) Additional Limited Partners. The General Partner may, at any time, and from time to time, admit additional Limited Partners, or may accept an additional capital contribution from any Limited Partner, who shall be considered an additional Limited Partner to the extent of such additional capital contribution; provided, that, the admission of Limited Partners and the issuance of Partnership Interests as contemplated by Section 11.3, shall require the consent of a Majority in Interest as provided in Section 6.3(h). The capital contribution of any additional Limited Partners shall be payable on a date such Limited Partner is admitted to the Partnership. As soon as practicable after the admission of any new Limited Partner or the acceptance of any additional capital contribution as herein above provided, the General Partner shall, if required, cause an appropriate amendment to the Certificate to be filed and shall deliver to each Limited Partner an amended Certificate.

5.2 Capital Accounts. Each Partner shall have a capital account ("Capital Account"), which, in addition to the adjustments set forth below, shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1 .704-1(b)(2)(iv) and shall be equal to the amount of cash contributed by such Partner to the Partnership pursuant to Subsection 5.1 and such Capital Account shall be:

(a) increased by:

(i) the fair market value of property contributed by the Partner to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Code Section 752);

(ii) allocations of net income from operations (or items thereof) and the amount of net gains (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including income and gain exempt from tax and income and gain described in Treasury Regulation Section I .704-l(bX2)(iv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-1(b)(4)(i); and

(b) decreased by:

(i) amounts paid or distributed to the Partner pursuant to Sections 8 and 11.3 (other than repayments of any loans made to the Partnership under Subsection 6.9 or Section 10 hereof);

(ii) the fair market value of property distributed to the Partner by the Partnership (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Code Section 752);

(iii) allocations to the Partner of expenditures of the Partnership described in Code Section 705 (a)(2)(B); and

(iv) allocations of Partnership loss and deductions (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including loss and deduction described in Treasury Regulation Section 1.704-1 (b)(2)(iv)(g), but excluding items described in (iii) above and loss or deduction described in Treasury Regulation Sections 1 .704-1(b)(4)(i) or 1 .704-1(b)(4)(iii).

5.3 Determination of Balance in Capital Accounts. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Partner for purposes of Sections 7 or 8, the Capital Account of the Partner shall be determined after giving effect to all adjustments provided for in Subsection 5.2 for the current Fiscal Year in respect of transactions effected prior to the date with respect to which such determination is to be made.

5.4 Withdrawal of Capital. Except as specifically provided in this Agreement, no Partner shall be entitled to withdraw any part of his Capital Account or to receive any distribution from the Partnership, and no Partner shall be entitled or required to make any additional capital contribution to the Partnership.

5.5 Capital Accounts of New Partners. Each Partner, including any additional or Substituted Limited Partner, who shall receive any Partnership Interest(s) in the Partnership or whose Partnership Interest(s) in the Partnership shall be increased by means of a Transfer to him of all or part of the Partnership Interest(s) of another Partner, shall succeed to the Capital Account of the transferor to the extent the Capital Account of the transferor relates to the transferred Partnership Interest(s).

5.6 Partners' Loans. Loans by any Partner to the Partnership shall not be considered Capital Contributions to the Partnership and shall not increase the Capital Account of the lending Partner.

5.7 Liability of Limited Partners. Except as provided in the Act, a Limited Partner shall not be liable for the obligations of the Partnership. The liability of each Limited Partner shall be limited solely to the amount of his Capital Contribution to the Partnership required by the provisions of this Agreement. Notwithstanding anything to the contrary above, a Limited Partner receiving the return of any portion of his capital contributions without violating this Agreement or the Act shall be liable to the Partnership for a period of one (1) year thereafter for the amount of the returned contribution, but only to the extent necessary to discharge the Partnership's liabilities to creditors who extended credit to the Partnership during the period prior to the date of the return of such Capital Contribution (excluding liabilities of the Partnership represented by debt, the repayment of which is secured solely by Partnership property.

5.8 Transferee Partners. Any Partner acquiring the interest of any other Partner shall, with respect to the interest so acquired, be deemed to be a Partner of the same class as the transferor.

5.9 Interest on Capital Contributions. No interest shall be paid by the Partnership on any capital contributed to the Partnership.

5.10 Allocations Among Partners. Unless otherwise expressly stated to the contrary, whenever amounts are allocated or distributed to the Partners such amounts shall be allocated or distributed among the Partners in the proportion that the Partnership Interest(s) each owns bears to the aggregate number of Partnership Interests of all the Limited Partners at the time of such allocation or distribution.

5.11 Capital Accounts to Conform with Treasury Regulations. In addition to the adjustments set forth in this Section 5, the Capital Accounts of the Partners shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1.704-l(b)(2)(iv). In this regard, at the sole and absolute discretion of the General Partner, the Partnership's assets and, accordingly, the Partner's Capital Accounts, may be adjusted to equal their respective fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Treasury Regulation Section 1.704-l(b)(2)(ii)(g).

SECTION 6

Control and Management

6.1 General. Except as specifically limited herein, the General Partner shall have full, exclusive and complete discretion in the management and control of the Partnership for accomplishing the purposes set forth in Section 3. The General Partner agrees to manage and control the affairs of the Partnership to the best of its ability and to conduct the operations contemplated under this Agreement in a careful and prudent manner and in accordance with good industry practice. Subject to the limitations set forth in this Agreement, the General Partner shall have full power and authority to execute all documents and instruments on behalf of the Partnership and to take all other requisite actions on behalf of the Partnership.

6.2 Powers of General Partner. Subject to any limitations expressly set forth in this Agreement, the General Partner shall perform or cause to be performed, at the Partnership's expense and in its name, all things necessary to own and operate, the Hospitals. Without limiting the generality of the foregoing, the General Partner (subject to the provisions of Subsection 6.3 hereof) is expressly authorized to do the following on behalf of the Partnership:

(a) enter into, amend or revise contracts, leases and other agreements that are necessary for the operations of the Hospital;

(b) borrow money on behalf of the Partnership, on a secured or unsecured basis, or refinance or modify any Partnership indebtedness;

(c) perform any and all acts necessary or appropriate for the ownership and operation of the Hospital, including without limitation, commencing, defending and/or settling litigation regarding the Hospitals or any aspect thereof;

(d) procure and maintain with responsible companies such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner;

(e) take and hold all property of the Partnership, real, personal and mixed, in the Partnership name, or in the name of a nominee of the Partnership;

(f) execute and deliver on behalf of, and in the name of the Partnership, or in the name of a nominee of the Partnership, deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale, financing statements, security agreements, installation contracts, easements, construction contracts, architectural and engineering and any and all other instruments necessary or incidental to pursuing the purpose of the Partnership or the conduct of the Partnership's business and the financing thereof,

(g) bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Partnership;

(h) establish reasonable reserve funds from Cash Flow to provide for future contingencies;

(i) loan funds to the Partnership, directly or through an Affiliate, and charge interest therefor;

(j) coordinate all accounting and clerical functions of the Partnership and employ such accountants, attorneys, managers, agents and other management or service personnel as may from time to time be required to carry on the business of the Partnership;

(k) during those periods in which the General Partner determines such funds are not necessary for the working capital needs of the Partnership, invest its available funds, or any part thereof, in such short-term investment vehicles as the General Partner determines to be in the best interests of the Partnership;

(1) execute, acknowledge and deliver any and all instruments necessary to effectuate the foregoing;

(m) operate any business normal or customary for the owners of property similar to the Hospital; and

(n) employ such staff, professionals and consultants as shall be necessary or appropriate to operate the business of the Partnership.

(o) finance and construct a replacement Hospital facility

(p) sell the assets of the Partnership including, all or substantially all of the assets of the Partnership.

6.3 Limitations on Powers of General Partner. Notwithstanding the generality of the foregoing, the General Partner shall not be empowered, without the Votes of a Majority in Interest of the Limited Partners, to:

(a) do any act in contravention of this Agreement;

(b) confess a judgment against the Partnership;

(c) possess Partnership property or assign any rights in specific Partnership property for other than a Partnership purpose;

(d) except as otherwise provided in Section 11 hereof, admit a person as a general partner into the Partnership;

(e) require any Limited Partner to make a Capital Contribution to the Partnership not provided for in this Agreement; or

(f) except as provided in this Agreement (including, without limitation, the admission of additional Limited Partners as provided herein), increase or decrease the interest of any Partner in the assets, profits, losses or distributions of the Partnership; and

(g) relieve the General Partner of any liability under this Agreement due to the assignment of its interest in the Partnership;

(h) admit additional (including by way of public offering) or Substituted Limited Partners, except as provided in Section 11 hereof;

(i) lend any Partnership funds or property to any person;

(j) change, reorganize, merge or consolidate the Partnership with or into any other legal entity (including a publicly held entity); or

6.4 No Management Powers By Limited Partners. The Limited Partners shall take no part in the control of the Partnership business and shall have no right or authority to act for or bind the Partnership. The exercise of any of the rights and powers of the Limited Partners pursuant to the terms of this Agreement shall not be deemed taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

6.5 General Partner's Liability. The General Partner shall not be liable for the return of any portion of the capital contributions of the Limited Partners. The General Partner shall not be required to contribute any amount to the capital of the Partnership except as provided in Section 5 hereof.

6.6 Limitation on Obligations of General Partner. The General Partner shall devote as much of its time and attention as is reasonably necessary and advisable to manage the affairs of the Partnership to the best advantage of the Partnership. Except as otherwise specifically set forth below, the General Partner shall not be liable to the Limited Partners because any governmental authority disallows or adjusts any deductions or credits in the Partnership's income tax returns.

6.7 Indemnification of General Partner. The General Partner shall not be liable to the Partnership or any of its Partners for any losses, claims, damages or liabilities to which the Partnership or the Limited Partners may become subject insofar as any such losses, claims, damages or liabilities arise out of or are based upon any act, error or omission or alleged act, error or omission or negligence or any other matter, except for any such losses, claims, damages or liabilities resulting from the willful misconduct or gross negligence of the General Partner. The General Partner shall be indemnified by the Partnership for any act performed by it within the scope of the authority conferred upon it by this Agreement; provided, however, that such

indemnification shall be payable by the Partnership only if the General Partner (a) acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Partnership and the Partners, and (b) had no reasonable grounds to believe that its conduct was grossly negligent or unlawful. No indemnification may be made by the Partnership in respect of any claim, issue or matter as to which the General Partner shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of its duty to the Partnership unless, and only to the extent that, the court in which such action or suit was brought determines that in view of all the circumstances of the case, despite the adjudication of liability for gross negligence or willful misconduct, the General Partner is fairly and reasonably entitled to indemnification for those expenses which the court deems proper. Any indemnity under this Section 6.7 shall be paid from, and only to the extent of, Partnership assets, and no Limited Partner shall have any personal liability on account thereof.

6.8 Dealings with General Partner and Affiliates. The Partnership is authorized to enter into business agreements, contracts and other transactions with the General Partner or any Affiliate of the General Partner and is authorized to pay fees, commissions or other consideration to the General Partner or any Affiliate of the General Partner. Any such other transaction between the Partnership and the General Partner or Affiliates of the General Partner shall be on terms not less favorable to the Partnership than those available from nonaffiliated parties.

6.9 Loans to Fund Operating Deficits. In the event that for any Fiscal Year (or part thereof) during the term of the Partnership, operations of the Partnership produce a deficit in Cash Flow, the General Partner shall have the option, but not the obligation, to cause to be advanced, as a loan, to the Partnership, the amount of said deficit (the amount of such advance referred to herein as the "Operating Deficit Loans"). The amount of the Operating Deficit Loans shall bear interest at the rate which is the lesser of the maximum rate of interest allowed by applicable law or the same rate charged the General Partner by the financial institution or other entity from which such funds are obtained (or, in the event the General Partner does not borrow such funds, an amount equal to thirteen percent (13%) per annum). The principal and interest of the Operating Deficit Loans shall be repaid only as set forth in Section 8.

SECTION 7

Net Income; Net Losses and Credits from Operations; Net Gains and Net Losses from Dissolution and Winding Up

7.1 Operations.

(a) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net income of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and the General Partner in proportion to their ownership of Partnership Interests.

(b) (i) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net losses of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(ii) The net losses allocated pursuant to Subsection 7.1 (b)(i) hereof shall not exceed the maximum amount of net losses that can be so allocated without causing any Limited Partner who is not a General Partner to have a Capital Account deficit at the end of any fiscal year. In the event some but not all of the Limited Partners (excluding the General Partner) would have Capital Account deficits as a consequence of an allocation of net losses pursuant to Subsection 7.1 (b)(i), the limitation set forth in this Subsection 7.1 (b)(ii) shall be applied on a Limited Partner by Limited Partner basis so as to allocate the maximum permissible net loss to each Limited Partner who is not a General Partner under Section 1.704-1 (b)(2)(ii)(d) of the Regulations. All losses in excess of the limitation set forth in this Subsection 7.1 (b)(ii) shall be allocated to the General Partner.

(c) In the event the Capital Accounts of the Limited Partners are reduced to zero, then, notwithstanding anything to the contrary in Subsection 7.1(b), an amount of net losses of the Partnership from operations as determined for Federal income tax purposes equal to (i) the Operating Deficit Loans made to the Partnership by the General Partner in that Fiscal Year, and/or (ii) optional loans made to the Partnership by any Partner(s) pursuant to Section 10 hereof in that Fiscal Year shall be allocated first to the General Partner and such Partner(s), in proportion to the principal amount of such loans; but all other Partnership net losses from operations as determined for Federal income tax purposes for that Fiscal Year shall be allocated in accordance with Subsection 7.1(b).

(d) All tax credits of the Partnership which give rise to valid allocations of Partnership loss or deduction will be allocated to the Partners in the same proportion as the loss and deduction giving rise to the credits are allocated to the Partners. Notwithstanding the foregoing, allocations of investment tax credits, if any, will be made in a manner consistent with governing Treasury Regulations.

7.2 Dissolution and Winding Up. All net gains and net losses of the Partnership, as determined for Federal income tax purposes, in connection with a sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, shall be allocated in the following order of priority:

(a) Allocation of Gains. Any net gains shall be allocated as follows:

(i) First, net gains shall be allocated to each Partner with a deficit Capital Account, in the same ratio as the deficit in such Partner's Capital Account bears to the aggregate of all such deficits, until all such deficits are reduced to zero;

(ii) Next, to each Limited Partner, to the extent his Capital Account, after the allocation described in Subsection 7.2(a) (1) above, is less than his Capital Investment (the "Capital Investment Deficit"), in the same proportions as the Capital Investment Deficit in each Limited Partner's Capital Account bears to the aggregate Capital Investment Deficits of all such Limited Partners, until the Capital Investment Deficits of all Limited Partners are reduced to zero;

(iii) Next, to the General Partner, to the extent of its Capital Investment Deficit; and

(iv) The balance, if any, to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(b) Allocation of Losses. Any net losses shall be allocated as follows:

(i) To the extent that the balance in the Capital Account of the Partners exceeds the amount of their Capital Investment (the "Excess Balances") in proportion to such Excess Balances until such Excess Balances are reduced to zero;

(ii) Next, to the Partners pro rata in accordance with the positive balances in their Capital Accounts until the balances in their Capital Accounts shall be reduced to zero; and

(iii) The balance of such net losses, if any, to the General Partner.

7.3 Qualified Income Offset. In the event any Limited Partner (excluding the General Partner) unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1 (b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5), or 1.704-1 (b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Capital Account deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Subsection 7.3 shall be made if and only to the extent that such Limited Partner would have a Capital Account deficit after all other allocations provided for in this Section 7 have been tentatively made without regard to this Subsection 7.3.

7.4 Minimum Gain.

(a) Notwithstanding any other provision of this Section 7, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each General Partner and Limited Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2) that is allocable to the disposition of Partnership Property subject to Nonrecourse Liabilities, determined in accordance with Treasury Regulations Section 1.704-2(d) or (ii) if such person would otherwise have a Capital Account

deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1 .704-2(b)(2) of the Treasury Regulations. This Section 7.4(a) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. To the extent permitted by such section of the Treasury Regulations and for purposes of this Section 7.4(a) only, each Partner's Capital Account deficit shall be determined prior to any other allocations pursuant to this Section 7 with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

(b) Partner Minimum Gain Chargeback. Notwithstanding any other provisions of this Section 7 except Section 7.4(a), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each person who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1 .704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section l.704-2(i)(5), that is allocable to the disposition of Partnership Property subject to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(2), or (ii) if such person would otherwise have Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 7.4(b) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 7.4(b), each Partner's Capital Account deficit shall be determined prior to any allocations pursuant to this Section 7 with respect to such fiscal year, other than allocations pursuant to Section 7.4(a) hereof.

7.5 Allocation of Certain Nondeductible Expenses. Syndication expenses and costs and any other items which are paid by the Partnership and which are nondeductible and nonamortizable for Federal income tax purposes, shall be allocated in the manner provided in Subsection 7.1.

7.6 Minimum Allocation to General Partner. Notwithstanding any other provision of this Agreement, not less than one percent (1%) of the net income, net losses and credits from operations, and net gains and net losses from the dissolution and winding up of the Partnership shall, in all events, be allocated to the General Partner for each Fiscal Year, or part thereof, of the Partnership pursuant to this Section 7.

7.7 Recharacterization of Fees and Guaranteed Payments. Notwithstanding anything to the contrary in Subsections 7.1 and 7.2, in the event any fees, interest or other amounts paid or

payable to the General Partner or its Affiliates are deducted by the Partnership for United States Federal income tax purposes in reliance on Code Sections 707(a) or 707(c) (or would so be if such payee were a Partner) and such fees, interest or other amounts are disallowed as deductions to the Partnership and are recharacterized as Partnership distributions, then there shall be allocated to the General Partner, prior to the allocations otherwise provided in this Section 7, an amount of net profit from operations (and to the extent such profits from operations are not sufficient, net gains described in Subsection 7.2 hereof) for the Fiscal Year in which such fees, interest or other amounts are treated as Partnership distributions in an amount equal to such fees, interest or other amounts treated as distributions.

7.8 Gross Income Allocation. In the event any Limited Partner (excluding the General Partner) has a deficit Capital Account at the end of any Partnership fiscal year that is in excess of the sum of (i) the amount such Limited Partner is obligated to restore and (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection 7.8 shall be made if and only to the extent that such Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Subsection 7 have been tentatively made without regard to Subsection 7.3 and this Subsection 7.8.

7.9 Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Limited Partners in proportion to their Votes.

7.10 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

7.11 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

7.12 Curative Allocations.

(a) The “Regulatory Allocations” consist of the “Basic Regulatory Allocations,” as defined in Subsection 7.12(b) hereof; the “Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(c) hereof; and the “Partner Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(d).

(b) The “Basic Regulatory Al locations” consist of (1) allocations pursuant to the last sentence of Subsection 7.1(b) (ii) hereof, and (ii) allocations pursuant to Subsections 7.3, 7.8 and 7.11 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Subsection 7.12(b) shall only be made with respect to allocations pursuant to Subsection 7.11 hereof to the extent the General Partner reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

(c) The “Nonrecourse Regulatory Allocations” consist of all allocations pursuant to Subsections 7.4(a) and 7.9 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount or such allocations of other items and the Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (1) no allocations pursuant to this Subsection 7.12(c) shall be made prior to the Partnership fiscal year during which there is a net decrease in Partnership Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partnership Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(c) shall be deferred with respect to allocations pursuant to Subsection 7.9 hereof to the extent the General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(a) hereof

(d) The “Partner Nonrecourse Regulatory Allocations” consist of all allocations pursuant to Subsections 7.4(b) and 7.10 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Partner Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Partner Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Partner Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Subsection 7.12(d) shall be made with respect to allocations pursuant to Subsection 7.10 relating to a particular Partner Nonrecourse Debt prior to the Partnership fiscal year during which there is a net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partner Minimum Gain, and (ii) allocations pursuant

to this Subsection 7.12(d) shall be deferred to with respect to allocations pursuant to Subsection 7.10 hereof relating to a particular Partner Nonrecourse Debt to the extent this General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(b) hereof.

(e) The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (i) apply the provisions of Subsections 7.12(b), 7.12(c) and 7.12(d) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Subsections 7.12(b), 7.12(c) and 7.12(d) hereof among the General Partner and the Limited Partners in a manner that is likely to minimize such economic distortions.

7.13 Other Allocation Rules.

(a) The Partners are aware of the income tax consequences of the allocations made by this Section 7 and hereby agree to be bound by the provisions of this Section 7 in reporting their shares of Partnership income and loss for income tax purposes.

(b) To the extent permitted by Sections 1.704-2(h) and l.704-(i)(6) of the Treasury Regulations, the General Partner shall endeavor to treat distributions of Cash Flow from operations or proceeds available upon dissolution as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase a Capital Account deficit for any Limited Partner (excluding the General Partner).

SECTION 8

Distributions

8.1 Cash Flow from Operations and Proceeds from Capital Events. After providing for the satisfaction of the current debts and obligations of the Partnership, the General Partner shall , to make distributions of Cash Flow from operations and Proceeds from Capital Events to the Partners, to the extent available, within a reasonable period of time after the end of each Fiscal Year of the Partnership, in the following order of priority:

(a) First, the unpaid principal of, and accrued interest on, Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans;

(b) Next, the unpaid principal of, and accrued interest on, loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans; and

(c) Thereafter, the General Partner shall be permitted, but not required, to make distributions to the Partners on a pro rata basis in accordance with the number of Partnership Interests held by each of them respectively.

8.2 Proceeds Available Upon Dissolution. Upon the sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, the assets of the Partnership, after making payment of or provision for payment of all liabilities and obligations of the Partnership (other than in regard to any loans made pursuant to Subsection 6.9 and Section 10) and after making distributions of Cash Flow from operations in the year of dissolution in accordance with Subsection 8.1, shall be distributed, as expeditiously as possible, in the following order of priority:

(a) First, to fund such reserves as the liquidator of the Partnership, as provided in Subsection 12.5, may reasonably deem necessary for any contingent liabilities or obligations of the Partnership, provided that any such reserves shall be paid by such person to an independent escrow agent, to be held by such agent or his successor for such period as such person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided;

(b) Next, the unpaid principal of and accrued interest on Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payment to be applied toward payment of accrued interest on such loans and next as a payment of the principal on such loans;

(c) Next, the unpaid principal of and interest on loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments being applied first toward payment of accrued interest on such loans and next toward payment of principal on such loans; and

(d) Next, an amount up to the aggregate positive balances of the Capital Accounts of all Partners (as adjusted to reflect the allocation of net gains or net losses under Subsection 7.2) shall be distributed to the Partners in the proportion that each Partner’s positive Capital Account balance bears to the aggregate of such positive balances.

8.3 Distributions in Kind. If any assets of the Partnership shall be distributed in kind, such assets shall be distributed to the Partners entitled thereto as tenants-in-common in the same proportions as such Partners would have been entitled to cash distributions if (i) such assets had been sold for cash by the Partnership for an amount equal to the fair market value of such assets (taking Code Section 770 1(g) into account), (ii) any taxable gain or loss that would be realized by the Partnership from such sale were allocated among the Partners in accordance with

Subsection 7.2, and (iii) the cash proceeds were distributed to the Partners in accordance with Subsection 8.2. The Capital Accounts of the Partners shall be increased by the amount of any gain or decreased by the amount of any loss that would be allocable to them and shall be reduced by the fair market value of the assets distributed to them under the preceding sentence.

8.4 Rights of Partners to Property. Except as otherwise provided in this Agreement, no Partner shall be entitled to demand and receive property other than cash in return for his capital contributions to the Partnership and then only as specifically stated in this Agreement.

8.5 Priorities of Limited Partners. No Limited Partner shall have any priority over any other Limited Partner as to the return of his contributions to the capital of the Partnership or as to compensation by way of income.

SECTION 9

Certain Matters Relating to Management of the Partnership and Partnership Property

9.1 General Partner's Fees. The General Partner shall act in such capacity and oversee the management of the Partnership in accordance with sound management practices. Except as otherwise provided herein, the General Partner shall not receive any compensation for managing and supervising the business affairs of the Partnership.

9.2 Partnership Expenses. Except as otherwise provided herein or in agreements made by the Partnership with third persons, the Partnership shall be responsible for paying all direct costs and expenses of owning and Operating the Hospitals and the business of the Partnership, including, without limitation, debt service, the cost of utilities, supplies, insurance premiums, taxes, advertising expenses, bookkeeping and accounting directly related to the Hospitals, legal expenses, office supplies and all other fees, costs and expenses directly attributable to the ownership, operation, maintenance and repair of the Hospitals and the business of the Partnership. In the event any such costs and expenses are or have been paid by the Partnership, then the General Partner shall be entitled to be reimbursed for the payment of same made by the General Partner on behalf of the Partnership so long as the payment is reasonably necessary for Partnership business and is reasonable in amount.

9.3 Reimbursement of Organizational Expenditures. Notwithstanding any other provision of this Agreement to the contrary, the General Partner and its Affiliates shall be entitled to receive reimbursement of the reasonable organizational expenditures of the Partnership.

SECTION 10

Optional Loans to the Partnership

From time to time any Partner may, with the consent of the General Partner, make optional loans to the Partnership or advance money on its behalf. Such loans or advances shall bear interest at a floating per annum rate equal to the lesser of (a) 13% or (b) the maximum rate, if any, allowed by applicable law. The amount of any such loan or advance, and interest thereon, shall be deemed an obligation of the Partnership to the lending Partner, payable as provided herein. The Operating Deficit Loans provided for by Subsection 6.9 shall not be treated as loans for purposes of this Section 10.

SECTION 11

Transfers of Interest of Partners

11.1 General. Except as provided in this Section 11, the General Partner shall not Transfer any part of its interest in the Partnership, and no Limited Partner shall Transfer any part or all of his Partnership Interest(s), unless otherwise specifically permitted under other provisions of this Agreement, and then only if (i) a counterpart of the instrument of Transfer, executed and acknowledged by the parties thereto, is delivered to the Partnership and (ii) the transferee is either a citizen or resident of the United States. In addition, no Limited Partner shall be entitled to withdraw from the Partnership except as otherwise provided herein. A permitted Transfer shall be effective as of the date specified in the instrument relating thereto.

11.2 Transfers by Limited Partners. The prohibition on Transfers set forth in Subsection 11.1 above shall not be applicable to the following:

(a) The Transfer by a Limited Partner of all or a part of his Partnership Interest(s) to any person with the written consent of the General Partner, which consent may be given or withheld in the General Partner's sole and absolute discretion;

(b) The Transfer by the General Partner of its limited partnership interest, if any, at any time and from time to time, to such person or persons, in such amounts, as the General Partner may, in its sole discretion, determine;

11.3 Mandatory Transfer by Limited Partners.

(a) The Partnership will have the right to redeem the Partnership Interest(s) held by any Limited Partner if, in the sole discretion of the General Partner, there is enacted, or there is a material change in, any statutes or regulations, or the application or interpretation thereof, which may materially adversely impact any Limited Partner, the General Partner, or the organization or operation of the Partnership (any such event hereinafter referred to as a "Redemption Event"). Upon the occurrence of a Redemption Event, the General Partner may cause the redemption of the Partnership Interest(s) of a Limited Partner upon payment of the Purchase Price (as defined below). Any Partnership Interest redeemed by the Partnership under this Section 11.3(a) may be resold by the Partnership through any lawful means and the purchaser thereof admitted to the Partnership as a Limited Partner.

(b) Upon the occurrence of a Redemption Event, the Partnership must notify the Limited Partners in writing of its decision to acquire the Limited Partners' Partnership Interests. Such notice shall state: the intention of the Partnership to redeem the subject Limited Partners' Partnership Interest(s); that the Redemption is pursuant to this subsection; the date on which the closing of the Redemption shall take place (the "Closing Date"); the Purchase Price to be paid for the Partnership Interest(s); and the manner in which the Purchase Price will be paid (as provided below) and any documents which must be executed, delivered, or any other action which the General Partner or the Partnership will require of the Limited Partner in connection with the Redemption.

(c) For purposes of this Subsection, the term "Purchase Price" refers to an amount equal to the positive value of the capital account of the Limited Partner whose Partnership Interest is to be redeemed determined as of the first day of the second month preceding the Closing Date.

(d) On the Closing Date, the Partnership shall deliver the full amount of the Purchase Price to the subject Limited Partner in cash or other immediately available funds, and the subject Limited Partner shall deliver to the Partnership such executed documents of sale, transfer, redemption, withdrawal and assignment as may be deemed reasonably necessary or desirable by the General Partner to reflect the intentions of this subsection.

11.4 Transfers by General Partner. The General Partner may transfer or assign its general partnership interest in the Partnership with the affirmative Votes of a Majority in Interest. Subject to Subsection 6.3(b)(i) hereof, no assignment by the General Partner of its interest as a General Partner shall relieve such Partner of any liability hereunder. The General Partner may not withdraw as the General Partner of the Partnership unless said withdrawal occurs as a result of a permitted Transfer of the General Partner's interest in the Partnership in accordance with the terms of this Agreement.

11.5 Rights of Transferees. No transferee of the Partnership Interest(s) of any Limited Partner shall have the right to become a Substituted Limited Partner, unless:

(a) his transferor has expressed such intention in the instrument of assignment;

(b) the transferee has executed an instrument reasonably satisfactory to the General Partner accepting, adopting and agreeing to be bound as a Limited Partner to all the terms and provisions of this Agreement;

(c) the transferor or transferee has paid all reasonable expenses of the Partnership in connection with the admission of the transferee as a Substituted Limited Partner; and

(d) the General Partner (in his sole, absolute and unfettered discretion) consents to such person becoming a Substituted Limited Partner.

11.6 Section 754 Election. In the event of a Transfer of all or part of the Partnership Interest(s) or interest(s) of a Partner in the Partnership, and at the request of the transferee, the Partnership may elect (in the General Partner's sole and absolute discretion) pursuant to Section 754 of the Code, or the corresponding provision of subsequent law, to adjust the basis of the Partnership's assets as provided by Sections 734 and 743 of the Code.

11.7 Profit/Loss Allocations Upon Transfer. Unless otherwise agreed between the transferor and the transferee and permitted under applicable law, upon the Transfer of all or any part of the Partnership Interest(s) or interest(s) of a Partner as hereinabove provided, the net profits, net losses, net gains and credits attributable to the Partnership Interest(s) or interest(s) so transferred shall be allocated between the transferor and the transferee as of the date set forth in the instrument of transfer, and such allocation shall be based upon the number of days during the applicable Fiscal Year of the Partnership that the Partnership Interest(s) or interest(s) so transferred was held by each of them, without regard to the results of Partnership activities during the period in which each was the holder. Distributions shall be made to the holder of record of the Partnership Interest(s) or interest(s) on the date of distribution.

11.8 Continuing Obligations. Except as otherwise provided to the contrary herein, nothing in this Section 11 shall be construed to relieve any Partner, or his successors, assigns, heirs or legal representatives, from the satisfaction of such Partner's obligations herein, including without limitation, those Limited Partner obligations under Section 5 hereof, and all such obligations shall survive any occurrence which results in such Partner ceasing to be a Partner.

SECTION 12

Dissolution and Winding Up

12.1 Events of Dissolution. The Partnership shall be dissolved and its business wound up upon the earliest to occur of:

(a) the General Partner, with the prior affirmative Votes of a Majority in Interest, determines that the Partnership should be dissolved;

(b) the Partnership becoming insolvent or bankrupt;

(c) the bankruptcy, dissolution or retirement of the last remaining General Partner; or

(d) the sale or other disposition of all or substantially all of the Partnership's assets.

For purposes of this Agreement, a “bankruptcy” of a person or entity shall be deemed to occur when such person or entity files a petition in bankruptcy, or voluntarily takes advantage of any bankruptcy or insolvency law, or is adjudicated a bankrupt, or if a petition or answer is filed proposing the adjudication of such person or entity as a bankrupt and such person or entity either consents to the filing thereof or such petition or answer is not discharged or denied prior to the expiration of sixty (60) days from the date of such filing. The insolvency of a person or entity shall be deemed to occur when the assets of such person or entity are insufficient to pay his or its liabilities as the same become due and payable and he or it shall so admit in writing.

12.2 Continuation of Partnership. Except as provided in Section 11, the General Partner agrees to serve as the general partner of the Partnership until the Partnership is dissolved and wound up. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to any, other than the last remaining, General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement by the remaining General Partner, if any. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to the last remaining General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement if, within ninety (90) days after such event, Limited Partners with not less than two-thirds (2/3rds) of the Votes of all Limited Partners shall elect in writing that the business of the Partnership should be continued and shall designate one or more persons to be substituted as general partner(s). In the event that the Limited Partners elect so to continue the Partnership with a new general partner(s), such new general partner(s) shall succeed to all of the powers, privileges and obligations (but not the rights to allocations and distributions) of the last remaining General Partner, and the interest in the Partnership of any person or entity no longer serving as a general partner shall become a limited partner’s interest hereunder in the manner provided in Section 11 (except that for purposes of determining its rights to allocations and distributions under Sections 7 and 8, such interest shall continue to be treated as an interest of a general partner and such interest shall not be diluted or affected in any way, other than proportionately, by the admission of substituted general partner(s)).

12.3 Obligations Survive Dissolution. The dissolution of the Partnership shall not release or relieve any of the parties hereto of their contractual obligations under this Agreement.

12.4 Distributions Upon Dissolution. Upon any dissolution requiring the winding up of the business of the Partnership, all or part of the assets, as determined by the General Partner or such other person as is winding up the business of the Partnership, shall be sold and the proceeds thereof distributed and/or the remaining assets distributed as provided in Subsection 8.2 hereof.

SECTION 13

[INTENTIONALLY LEFT BLANK]

SECTION 14

Accounting

14.1 Fiscal Year. The fiscal year of the Partnership ("Fiscal Year") shall be the calendar year.

14.2 Books, Records and Accounting Method. The General Partner shall keep, or cause to be kept, full and accurate records of all transactions of the Partnership in accordance with the principles and practices generally accepted for the accrual method of accounting; provided, however, if allowed by law, the Partnership may adopt the cash method of accounting at any time upon the determination to do so by the General Partner.

14.3 Location of Books and Records. All of the books and records of the Partnership shall be kept and maintained at the Property. Such books and records shall be available during reasonable business hours for the reasonable inspection and examination by the Limited Partners and their authorized representatives, which parties shall have the right, at their sole cost and expense, to make copies thereof.

14.4 Federal Tax Returns. The General Partner shall prepare, or cause to be prepared, at the expense of the Partnership, a Federal information tax return, in compliance with the Code, and any required state and local tax returns for the Partnership for each tax year of the Partnership, and, in connection therewith, shall make any available or necessary elections which he determines to be in the best interests of the Partnership.

14.5 Tax Matters Partner. The General Partner is hereby designated as the Tax Matters Partner within the meaning of Section 6231 (a)(7) of the Code, for all purposes of the Code, and shall be responsible for performing the duties of the Tax Matters Partner on behalf of the Partnership and the Partners. By execution of this Agreement, each of the Limited Partners specifically consents to such designation. Additionally, each Limited Partner specifically agrees that the General Partner shall have the exclusive and continuing right to appoint a different Tax Matters Partner.

SECTION 15

Reports and Statements

15.1 Tax Return Information. By the 31st day of March of each Fiscal Year of the Partnership, the General Partner, at the expense of the Partnership, shall cause to be delivered to the Limited Partners such information as shall be necessary (including a statement for that year

of each Limited Partner's share of net income, net gains, net losses and other items of the Partnership for the preceding Fiscal Year) for the preparation by the Limited Partners of their Federal, state and local income and other tax returns.

15.2 Financial Statements. By the 31st day of May of each Fiscal Year of the Partnership, the General Partner shall cause to be delivered to each of the Limited Partners financial statements of the Partnership for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles (or applicable accounting principles if such statements are kept on a cash basis of accounting) and at the expense of the Partnership, which financial statements shall set forth, as of the end of and for such Fiscal Year, the following: (a) a profit and loss statement and a balance sheet of the Partnership; (b) the balance in the Capital Account of each Partner; and (c) such other information as, in the judgment of the General Partner, shall be reasonably necessary for the Partners to be advised of the financial status and results of operations of the Partnership.

15.3 Certificate of Limited Partnership/Amendments. There shall be no obligation on the part of the General Partner to send copies of the Certificate of Limited Partnership nor amendments thereto to the Limited Partners; provided, however, a Limited Partner may request in writing to be sent a copy of the Certificate of Limited Partnership and any amendment thereto, in which event the General Partner shall send such document(s) to the requesting Limited Partner within a reasonable period of time after such request.

SECTION 16

Bank Accounts

The General Partner shall open and maintain (in the name of the Partnership) a bank account or accounts in a bank, savings and loan association or other financial institution, the deposits of which are insured by an agency of the United States government or another insurer as the General Partner approves, in which shall be deposited all funds of the Partnership. Withdrawals from such account or accounts shall be made upon the signature or signatures of such person or persons as the General Partner shall designate. There shall be no commingling of the assets of the Partnership with the assets of any other entity or person; provided, however, that the operating revenues of the Partnership may be deposited in a central account in the name of any entity affiliated with the General Partner so long as separate entries are made on the books and records of the Partnership and on the books and records of such other entity reflecting that deposits in the bank account of such entity with respect to amounts received from the Partnership have been deposited therein for the account of the Partnership and that withdrawals from such bank account have been made for the purpose of disbursing funds to the Partnership or for the purpose of paying obligations of the Partnership.

SECTION 17

Power of Attorney

17.1 General. Each Limited Partner irrevocably constitutes and appoints the General Partner, with full power of substitution and resubstitution, as his true and lawful attorney-in-fact with full power and authority to act in his name, place and stead for his use or benefit, to execute, sign, acknowledge, swear to, deliver, file and record in the appropriate public offices as necessary the following documents:

(a) this Partnership Agreement and all amendments to, and restatements of, this Agreement;

(b) all instruments, including, without limitation, certificates of limited partnership, required in order to qualify the Partnership or cause the Partnership to exist as a limited partnership under the laws of Delaware.

(c) all instruments which may be required to effect the continuation of the Partnership, the admission or substitution of a limited partner, the admission of a general partner, or the dissolution and termination of the Partnership, provided such continuation, admission, substitution or dissolution and termination are in accordance with the terms of this Agreement;

(d) all consents to transfers or assignments of interests in the Partnership or to the withdrawal, redemption or reduction of any Partner's Partnership Interests in accordance with this Agreement; and

(e) all other instruments which the Partnership is required to file with any agency of the Federal government, or of any state or local government, or the filing of which the General Partner deems necessary or desirable to the conduct of the business of the Partnership.

17.2 A Special Power; Manner of Exercise; Survival. The power of attorney hereby granted by each Limited Partner to the General Partner:

(a) is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, incapacity, insolvency, dissolution or termination of the Limited Partner;

(b) may be exercised by the General Partner either by signing separately as attorney-in-fact for each Limited Partner, or, after listing all of the Limited Partners executing any instrument, by a single signature of the General Partner acting as attorney-in-fact for all of them; and

(c) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his Partnership Interest(s) (except that, where the assignee thereof has been approved by the General Partner for admission to the Partnership as a Substituted Limited Partner, this power of attorney given by the assignor shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, swear to and file any instrument necessary to effect such substitution).

17.3 Limitations. No document or amendment executed by the General Partner pursuant to this Section 17 shall, in the absence of the prior consent of all of the Limited Partners, (i) reduce the obligation of the General Partner; (ii) affect the rights or restrictions regarding the assignability of the Partnership Interest(s) or interests; (iii) modify the length of the term of the Partnership; (iv) amend this Section 17; or (v) reduce the rights or interests or enlarge the obligations of the Limited Partners. The General Partner shall promptly notify the Limited Partners of any documents or amendments executed pursuant to this Section 17.

SECTION 18

Notices

Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing, signed by or on behalf of the person giving the notice, and shall be deemed to have been given on the earlier to occur of (i) actual delivery (which includes, without limitation, facsimile delivery, provided such facsimile delivery is promptly followed by written notice of receipt) or (ii) when mailed by certified mail, postage prepaid, return receipt requested, addressed to the person or persons to whom such notice is to be given as follows (or at such other address as shall be stated in a notice similarly given):

(a) if to the Partnership or the General Partner, such notice shall be addressed to the Partnership or the General Partner in care of Universal Health Services, Inc., Universal Corporate Property, 367 South Gulph Road, King of Prussia, PA 19406, Attention: Senior Vice President - Acute Care Operations. A copy of such notice shall be given to Universal Health Services, Inc., Universal Corporate Center, 367 South Gulph Road, King of Prussia, PA 19406, Attention: General Counsel; and

(b) if to the Limited Partners, such notice shall be given to each of the Limited Partners at their respective addresses stated on Exhibit A attached hereto.

SECTION 19

Certain Defined Terms

19.1 General. As used in this Agreement, the following terms have the following respective meanings:

(a) "Act": The Delaware Revised Uniform Limited Partnership Act.

(b) "Affiliate": Any subsidiary or commonly owned company related

to the General Partner or any of such subsidiary's shareholders or members of the immediate family, if an individual; any person, firm or entity which, directly or indirectly, controls, is controlled by or is under common control with the General Partner, or any member of the General Partner's or any of its member's immediate families; or any person, firm or entity which is associated with the General Partner, or any member of the General Partner's or its members' immediate families in a joint venture, partnership or other form of business association. For purposes of this definition, the term "control" shall mean the ownership often percent (10%) or more of the beneficial interest in the firm or entity referred to, and the term "immediate family" shall mean the spouse, ancestors, lineal descendants, brothers and sisters of the person in question, including those adopted.

(c) "Aggregate Capital Contributions": All contributions made to the capital of the Partnership by the Partners pursuant to Section 5 hereof.

(d) "Capital Account": The account established for each Partner, as defined and adjusted in accordance with Subsection 5.2 hereof.

(e) "Capital Contributions": The amount of money or other properties that the Partners have contributed, have agreed to contribute, or are obligated under the provisions of this Agreement to contribute to the capital of the Partnership from time to time.

(f) "Capital Investment": With respect to each Partner, at any given time, an amount equal to the excess, if any, of (i) the cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the Partner (or, with respect to an additional or Substituted Limited Partner, the amount of cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the transferor Partner as well as the additional or Substituted Limited Partner) to the Partnership pursuant to Subsection 5.1, over (ii) all amounts distributed or distributable to the Partner (or, with respect to an additional or Substituted Limited Partner, the amounts distributed or distributable to the transferor Partner as well as the additional or Substituted Limited Partner) pursuant to Subsection 8.2 (other than in repayment of loans), but in no event less than zero.

(g) "Cash Flow": The excess of cash revenue from Partnership operations over cash disbursements (which disbursements shall include, without limitation, all fees paid pursuant to the terms of the Property Management Agreement), without deduction for depreciation, cost recovery or amortization and reduced by a reasonable allowance for cash reserves for repairs, replacements, contingencies and anticipated obligations (including debt service, capital improvements and replacements), as determined by the General Partner, in its sole discretion. For this purpose, revenue from Partnership operations shall not include: deposits until the same are forfeited by the persons making such deposits, insurance loss proceeds (except for any proceeds of rent interruption insurance), any award or payment made by any governmental authority in connection with the exercise of any right of eminent domain, condemnation or similar right or power.

(h) "Code": The Internal Revenue Code of 1986, as amended to the effective date of this Agreement.

(i) "Fiscal Year": The calendar year.

(j) "General Partner": Fort Duncan Medical Center, Inc., a Delaware corporation, and its successors.

(1) "Limited Partners": UHS of Eagle Pass, Inc., and any substitute or additional partners. References to "Limited Partner" shall be to any one of the Limited Partners.

(m) "Majority in Interest": As to any matter upon which Limited Partners may vote hereunder, the affirmative vote of more than fifty percent (50%) of the total Votes.

(n) "Nonrecourse Deductions": The meaning set forth in Section 1 .704-2(b)(1) of the Treasury Regulations. The amount of Nonrecourse Deductions for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Treasury Regulations.

(o) "Nonrecourse Liability": The meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(p) "Partner Minimum Gain": An amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section I ..704-2(i)(3) of the Treasury Regulations.

(q) "Partner Nonrecourse Debt": The meaning set forth in Section 1 .704-2(i)(1) of the Treasury Regulations.

(r) "Partner Nonrecourse Deductions": The meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Treasury Regulations.

(s) "Partners": Collectively, the General Partner and the then existing Limited Partners of the Partnership.

(t) "Partnership": Fort Duncan Medical Center, L.P., a Delaware limited partnership.

(v) "Partnership Interest": The total interest (represented as a percentage) in the capital and profits of the Partnership acquired by a Partner. The initial Partnership Interest percentage are set forth in Section 5.1. Partnership Interests will change if additional or substituted partners are admitted as partners tot he partnership. A Partner may own more than one Partnership Interest, or a half Partnership Interest of the Partnership.

(w) "Partnership Minimum Gain": The meaning set forth in Treasury Regulations Section 1.704-2(d).

(x) "Prime Rate": A floating rate equal to the prime rate announced by the Morgan Guaranty Trust Company of New York at its principal office in New York, New York, as in effect from time to time, or by its successor.

(y) "Proceeds from Capital Events": Items excluded from the definition of Cash Flow and the net proceeds of any refinancing of Partnership property or from the sale of a capital item of the Partnership which is sold other than pursuant to the dissolution and liquidation of the Partnership.

(z) "Substituted Limited Partner": A Limited Partner, not listed on Exhibit A, who is subsequently admitted to the Partnership pursuant to the provisions of Section 11 A Substituted Limited Partner shall possess all of the rights and obligations granted to and imposed upon Limited Partners pursuant to this Agreement.

(aa) "Tax Matters Partner": The General Partner.

(ab) "Transfer": The mortgage, pledge, hypothecation, transfer, sale, exchange, assignment or other disposition of any part or all of any Partnership Interest(s) or any interest in the Partnership, whether voluntarily, by operation of law, or otherwise.

(ac) "Treasury Regulations": The regulations adopted by the Secretary of Treasury.

(ad) "Vote": The vote associated with each outstanding Partnership Interest. Each Partnership Interest shall be entitled to one Vote for each 1% Partnership Interest in the Partnership, and fractional Partnership Interest, if any, shall be entitled to a fractional Vote equal to the fraction of a whole Partnership Interest that such fractional Partnership Interest represents.

SECTION 20

Binding Effect

Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

SECTION 21

Amendments

No amendment, modification or waiver of this Agreement, or any part hereof, shall be valid or effective unless (i) in writing; (ii) signed by the General Partner; (iii) approved by the affirmative Votes of a Majority in Interest; and (iv) with respect to any provision of this Agreement which provides for a concurrence of Votes by Partners greater than a Majority in Interest, the affirmative Votes of such greater number of Partners. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other condition or subsequent breach, whether of like or different nature. Notwithstanding the above, this Agreement shall be amended without the prior agreement of the Limited Partners whenever required by law or necessary to effect changes of a ministerial nature which do not adversely affect the rights or increase the obligations of the Limited Partners, including, without limitation, changes in Partners or their addresses, the admission of the Limited Partners and the addition of Substituted Limited Partners.

SECTION 22

Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of Delaware.

SECTION 23

Counterparts

This Agreement may be executed in several counterparts, and all such counterparts, so executed, taken together shall constitute one agreement, binding on all the parties who execute this or any other counterpart hereof, notwithstanding that all the parties are not signatories to the original or the same counterpart.

SECTION 24

Miscellaneous

24.1 Copies of Documents. Upon the request of any Limited Partner, the General Partner shall deliver to such Limited Partner a conformed copy of this Agreement.

24.2 Severability. Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder hereof.

24.3 Captions. Section, subsection, paragraph and subparagraph captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or extend or describe the scope of this Agreement or the intent of any provision hereof.

24.4 Person and Gender. The masculine gender shall include the feminine and neuter genders, the singular shall include the plural and the word "person" shall include a corporation, trust, estate, partnership or other form of association or entity.

IN WITNESS WHEREOF, the parties hereto have subscribed and sworn to this Agreement of Limited Partnership as of the day and year first above written.

GENERAL PARTNER:
Fort Duncan Medical Center, Inc.

By: _____
Name: _____
Title: _____

LIMITED PARTNER:
UHS of Eagle Pass, Inc.

By: _____
Name: _____
Title: _____

09/10/2002 13:16 FAX 206 676 7001 SUMMIT LAW GROUP 002

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 09/10/2002
020566230 - 3567457

CERTIFICATE OF INCORPORATION
OF
FRONTLINE BEHAVIORAL HEALTH, INC.

ARTICLE I

The name of this corporation is Frontline Behavioral Health, Inc. (the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

ARTICLE IV

AUTHORIZED SHARES

4.1 **Authorized Capital.** The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 60,000,000 shares, consisting of 40,000,000 shares of Common Stock, $.001 par value (the "Common Stock") and 20,000,000 shares of Preferred Stock, $.001 par value (the "Preferred Stock").

4.2 **Issuance of Preferred Stock in Series.** The Preferred Stock may be issued from time to time in one or more series in any manner permitted by law and the provisions of these Articles of Incorporation, as determined from time to time by the Board of Directors and stated in the resolution or resolutions providing for the issuance thereof, prior to the issuance of any shares thereof. The Board of Directors shall have the authority to fix and determine and to amend, subject to the provisions hereof, the designations, powers, preferences and relative, participating, optional or other rights, if any, and qualifications, limitations or other restrictions of the shares of any series that is wholly unissued or to be established and the number of shares constituting any such series. Unless otherwise specifically provided in the resolution establishing any series, the Board of Directors shall further have the authority, after the issuance of shares of a series whose number it has designated, to amend the resolution establishing such series to decrease the number of shares of that series, but not below the number of shares of such series then outstanding.

(a) Dividends. The holders of shares of the Preferred Stock shall be entitled to receive dividends, out of the funds of the corporation legally available therefor, at the rate and at the time or times as may be provided by the Board of Directors in designating a particular series of Preferred Stock. The holders of the Preferred Stock shall not be entitled to receive any dividends thereon, unless otherwise provided by the Board of Directors in designating a particular series of Preferred Stock.

(b) Liquidation. In the event of any liquidation, dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, then, before any distribution shall be made to the holders of the Common Stock, the holders of the Preferred Stock at the time outstanding shall be entitled to be paid the preferential amount or amounts per share as may be provided by the Board of Directors in designating a particular series of Preferred Stock, plus dividends accrued thereon to the date of such payment. In designating a particular series of Preferred Stock, the Board of Directors may also provide that such series is senior, on a par with or subordinate in order of priority to any other existing or later issued series of Preferred Stock in respect of distribution of amounts upon the liquidation, dissolution or winding up of the affairs of the corporation. The holders of the Preferred Stock shall not be entitled to receive any distributive amounts upon the liquidation, dissolution or winding up of the affairs of the corporation, unless otherwise provided by the Board of Directors in designating a particular series of Preferred Stock.

(c) Conversion. Shares of Preferred Stock may be convertible to shares of Common Stock at such rate and subject to such adjustments as may be provided by the Board of Directors in designating a particular series of Preferred Stock.

(d) Redemption. The Preferred Stock may be redeemable in such amounts, and at such time or times as may be provided by the Board of Directors in designating a particular series of Preferred Stock. In any event, such Preferred Stock may be repurchased by the corporation only to the extent legally permissible.

(e) Voting Rights. Holders of Preferred Stock shall have such voting rights as may be provided by the Board of Directors in designating a particular series of Preferred Stock.

ARTICLE V

The Corporation reserves the right to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the stockholders herein are granted subject to this right.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

1. Limitation of Liability. To the fullest extent permitted by the Delaware General Corporation Law as it now exists or as it may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

2. Indemnification. To the full extent permitted by the Delaware General Corporation Law as it now exists or as it may hereafter be amended, the Corporation is authorized to provide indemnification of, and advancement of expenses to, such directors, officers and agents (and any other person to which Delaware law permits the Corporation to provide indemnification) through bylaw provisions, agreements with such directors, officers, agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification provisions

and advancement of expenses permitted by Section 145 of the General Corporation Law of Delaware, subject only to limits created by applicable Delaware law (statutory and non-statutory) with respect to actions for breach of duty to a corporation, its stockholders and others.

3. Amendments. Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this Article VII, shall eliminate or reduce the effect of this Article VII, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article VII, would accrue or arise, prior to such amendment, repeal, or adoption of an inconsistent provision.

ARTICLE VIII

The right to cumulate votes in the election of directors shall not exist with respect to shares of stock of this Corporation.

1. Number of Directors. The number of directors which constitutes the whole Board of Directors of the Corporation shall be designated in the Bylaws of the Corporation. The initial directors shall be elected by the incorporator.

2. Election of Directors. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE X

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

ARTICLE XI

The name and mailing address of the incorporator is:

Mark F. Worthington, Esq.
c/o Summit Law Group, PLLC
1505 Westlake Avenue North, Suite 300
Seattle, WA 98109

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying, under penalties of perjury, that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 10th day of September, 2002.

Mark F. Worthington, Esq.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11:30 AM 02/24/2003
030116189 – 3567457

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
FRONTLINE BEHAVIORAL HEALTH, INC.

Frontline Behavioral Health, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of Frontline Behavioral Health, Inc., be amended by changing Article IV thereof so that, as amended, said Article shall be and read as follows:
>
> The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000) and the par value of each of such shares is $.01 amounting in the aggregate to ten dollars ($10.00)

SECOND: That in lieu of a meeting and vote of stockholders, the sole stockholder has given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Frontline Behavioral Health, Inc. has caused this certificate to be signed by Steve Filton, its Vice President, this 21st day of February, 2003.

Steve Filton

By: Steve Filton, Vice President

FRONTLINE BEHAVIORAL HEALTH, INC.
* * * * *

BY-LAWS
* * * * *

ARTICLE I
OFFICES

Section 1. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. All meetings of the stockholders for the election of directors shall be held at such place as may be fixed from time to time by the board of directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the board of directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

The board of directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the General Corporation Law of Delaware. If so authorized, and subject to such guidelines and procedures as the board of directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication, participate in a meeting of stockholders and be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (ii) the corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

Section 2. Annual meetings of stockholders shall be held at such date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place if any, date and hour of the meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least ten days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 5. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Written notice of a special meeting stating the place if any, date and hour of the meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person

and vote at such meeting, and the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 9. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 10. Unless otherwise provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

Section 11. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who

have not consented in writing. Stockholders may, unless the certificate of incorporation otherwise provides, act by written consent to elect directors; provided, however, that if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes herein, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (A) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (B) the date on which such stockholder or proxyholder or authorized persons or persons transmitted such telegram, cablegram or other electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered in accordance with Section 228 of the General Corporation Law of Delaware, to the corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all such purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

ARTICLE III
DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall be three. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3. The business of the corporation shall be managed by or under the direction of its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

MEETINGS OF THE BOARD OF DIRECTORS

Section 4. The board of directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 7. Special meetings of the board may be called by the president on five days' notice to each director, either personally or by mail or by facsimile communication; special meetings shall be called by the president or secretary in

like manner and on like notice on the written request of two directors unless the board consists of only one director; in which case special meetings shall be called by the president or secretary in like manner and on like notice on the written request of the sole director.

Section 8. At all meetings of the board, two directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing or electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 10. Unless otherwise restricted by the certificate of incorporation or these by-laws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

COMMITTEES OF DIRECTORS

Section 11. The board of directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

Section 12. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

COMPENSATION OF DIRECTORS

Section 13. Unless otherwise restricted by the certificate of incorporation or these by-laws, the board of directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

REMOVAL OF DIRECTORS

Section 14. Unless otherwise restricted by the certificate of incorporation or by law, any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV
NOTICES

Section 1. Whenever, under the provisions of the statutes or of the certificate of incorporation or of these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by facsimile telecommunication. Notice may also be given to stockholders by a form of electronic transmission in accordance with and subject to the provisions of Section 232 of the General Corporation Law of Delaware.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these by-laws, a waiver thereof in writing, signed by the person or persons entitled to notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V
OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these by-laws otherwise provide.

Section 2. The board of directors at its first meeting after each annual meeting of stockholders shall choose a president, one or more vice-presidents, a secretary and a treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these by-laws otherwise provide.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the stockholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE-PRESIDENTS

Section 8. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARY

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors (or if there be no such determination, then in the order of their election) shall, in the absence of the treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VI
CERTIFICATES FOR SHARES

Section 1. The shares of the corporation shall be represented by a certificate or shall be uncertificated. Certificates shall be signed by, or in the name of the corporation by, the chairman or vice-chairman of the board of directors, or the president or a vice-president, and by the treasurer- or an assistant treasurer, or the secretary or an assistant secretary of the corporation.

Section 2. Any of or all the signatures on a certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate or certificates or uncertificated shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming

the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates or uncertificated shares, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

TRANSFER OF STOCK

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions from the registered owner of uncertificated shares, such uncertificated shares shall be cancelled and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting: provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED STOCKHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such

share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII
GENERAL PROVISIONS
DIVIDENDS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words “Corporate Seal, Delaware”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

INDEMNIFICATION

Section 7. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

ARTICLE VIII
AMENDMENTS

Section 1. These by-laws may be altered, amended or repealed or new by-laws may be adopted by the stockholders or by the board of directors, when such power is conferred upon the board of directors by the certificate of incorporation, at any regular meeting of the stockholders or of the board of directors or at any special meeting of the stockholders or of the board of directors if notice of such alteration, amendment, repeal or adoption of new by-laws be contained in the notice of such special meeting. If the power to adopt, amend or repeal by-laws is conferred upon the board of directors by the certificate of incorporation, it shall not divest or limit the power of the stockholders to adopt, amend or repeal by-laws.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 09/30/2002
020606683 – 3567465

AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
FRONTLINE HOSPITAL, LLC
(Pursuant to Section 18-208)

THIS AMENDED AND RESTATED CERTIFICATE OF FORMATION of FRONTLINE HOSPITAL, LLC, dated September 30, 2002, is filed, in accordance with the Delaware Limited Liability Company Act, by the undersigned for the purpose of amending and restating the original Certificate of Formation, which was filed in the office of the Secretary of State of Delaware on September 10, 2002.

1. Name. The name of the limited liability company is Frontline Hospital, LLC.

2. Name and Address of Registered Agent. The address of its registered office in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle.

3. Principal Place of Business. The address of the principal place of business of the limited liability company is 1505 Westlake Avenue North #300, Seattle, WA 98109.

4. Date of Dissolution. The limited liability company has no specific date of dissolution.

5. Management. The management of the limited liability company is vested in its Members.

6. Members. The sole Member of the limited liability company is Frontline Behavioral Health, Inc.

7. Transfer of Interests. Interests in the limited liability company may be freely transferable in the sole discretion of the Member.

8. Operating Agreement. The limited liability company operating agreement shall be this Amended and Restated Certificate of Formation.

9. Name and Address of Authorized Person. The name and address of the person executing this certificate is Mark F. Worthington, 1505 Westlake Avenue North #300, Seattle, WA 98109.

10. Effective Date. This certificate shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate as of the date first above written.

AUTHORIZED PERSON:

/s/ Mark F. Worthington

Mark F. Worthington

Exhibit 3.86

FRONTLINE HOSPITAL, L.L.C.

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Frontline Hospital, L.L.C., a Delaware limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Frontline Behavioral Health, Inc., the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Delaware Limited Liability Company Law, Title 6, Chapter 18 of the Delaware Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Frontline Hospital, L.L.C." or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Delaware Secretary of State on September 10, 2002.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Frontline Behavioral Health, Inc. is the sole Member of the Company. The Member's membership interest

in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Delaware as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Delaware without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

FRONTLINE BEHAVIORAL HEALTH, INC.

By: _____
Name: Steve Filton
Title: Vice President

FRONTLINE HOSPITAL, L.L.C.

By: Frontline Behavioral Health, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 09/30/2002
020606687 – 3567462

AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
FRONTLINE RESIDENTIAL TREATMENT CENTER, LLC
(Pursuant to Section 18-208)

THIS AMENDED AND RESTATED CERTIFICATE OF FORMATION of FRONTLINE RESIDENTIAL TREATMENT CENTER, LLC, dated September 30, 2002, is filed, in accordance with the Delaware Limited Liability Company Act, by the undersigned for the purpose of amending and restating the original Certificate of Formation, which was filed in the office of the Secretary of State of Delaware on September 10, 2002.

1. Name. The name of the limited liability company is Frontline Residential Treatment Center, LLC.

2. Name and Address of Registered Agent. The address of its registered office in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle.

3. Principal Place of Business. The address of the principal place of business of the limited liability company is 1505 Westlake Avenue North #300, Seattle, WA 98109.

4. Date of Dissolution. The limited liability company has no specific date of dissolution.

5. Management. The management of the limited liability company is vested in its Members.

6. Members. The sole Member of the limited liability company is Frontline Behavioral Health, Inc.

7. Transfer of Interests. Interests in the limited liability company may be freely transferable in the sole discretion of the Member.

8. Operating Agreement. The limited liability company operating agreement shall be this Amended and Restated Certificate of Formation.

9. Name and Address of Authorized Person. The name and address of the person executing this certificate is Mark F. Worthington, 1505 Westlake Avenue North #300, Seattle, WA 98109.

10. Effective Date. This certificate shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate as of the date first above written.

AUTHORIZED PERSON:

/s/ Mark F. Worthington

Mark F. Worthington

FRONTLINE RESIDENTIAL TREATMENT CENTER, L.L.C.

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Frontline Residential Treatment Center, L.L.C., a Delaware limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Frontline Behavioral Health, Inc., the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Delaware Limited Liability Company Law, Title 6, Chapter 18 of the Delaware Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Frontline Residential Treatment Center, L.L.C. " or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Delaware Secretary of State on September 10, 2002.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Frontline Behavioral Health, Inc. is the sole Member of the Company. The Member's membership interest

in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Delaware as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Delaware without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

FRONTLINE BEHAVIORAL HEALTH, INC.

By: _____
Name: Steve Filton
Title: Vice President

FRONTLINE RESIDENTIAL TREATMENT, L.L.C.

By: Frontline Behavioral Health, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

ARTICLES OF INCORPORATION

OF

GREAT PLAINS HOSPITAL, INC.

(1) The name of the corporation is:

GREAT PLAINS HOSPITAL, INC.

(2) The period of duration of the corporation shall be perpetual.

(3) The purposes for which the corporation is organized are:

(a) To own, operate, and manage hospitals and related health care facilities.

(b) To include the transaction of any or all business for which corporations may be incorporated under the laws of the State of Missouri.

(4) The aggregate number of shares which the corporation shall have authority to issue is One Hundred (100) all of said shares to be common stock, par value One Dollar ($1.00) per share.

(5) The corporation shall have one class of stock which is common stock. Stockholders of the corporation shall have no pre-emptive rights.

(6) The number of directors shall be fixed by, or in the manner provided in, the by-laws, and any change in the number of directors shall be reported to the Secretary of State of Missouri within thirty (30) calendar days of such change.

(7) The location and mailing address of the initial registered office, and the name of the initial registered agent at such

address of the corporation is: C T Corporation System, 314 North Broadway, St. Louis, Missouri 63102.

(8) The number of directors constituting the initial board of directors is three (3) and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders, or until their successors be elected and qualified, are:

NAME	ADDRESS
Charles A. Speir	1212 Park Place Tower Birmingham, Alabama 35203
Kerry G. Teel, Jr.	1212 Park Place Tower Birmingham, Alabama 35203
Carl M. Holden	1212 Park Place Tower Birmingham, Alabama 35203

(9) The name and address of the incorporator is:

NAME	ADDRESS
Charles A. Speir	1212 Park Place Tower Birmingham, Alabama 35203

Charles A. Speir

CHARLES A. SPEIR
INCORPORATOR

FILED AND CERTIFICATE OF INCORPORATION ISSUED

MAR 8 1984

Exhibit 3.90

AMENDED AND RESTATED

BY LAWS

OF

GREAT PLAINS HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Great Plains Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Missouri. The Corporation may also have offices at such other places both within and without the State of Missouri as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Missouri as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Missouri nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Missouri as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Missouri.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Missouri." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Missouri, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

094155 REAL 2387 PAGE 476

This instrument prepared by:
Thomas C. Najjar, Jr.
2127 Morris Avenue
Birmingham, Alabama 35203

ARTICLES OF INCORPORATION

OF

H. C. CORPORATION

A BODY CORPORATE

TO THE HONORABLE JUDGE OF PROBATE,
JEFFERSON COUNTY, ALABAMA:

The undersigned, Healthcare Services of America, Inc., an Alabama corporation, acting as incorporator(s) and desiring to organize a body corporate under the laws of the State of Alabama, hereby adopt(s) the following Articles of Incorporation:

1. The name of the corporation is H. C. CORPORATION and the corporation shall be authorized to trade in said name or to use any other trade name not now being used by any other person, firm or corporation.

2. The objects and purposes for which the corporation is formed are:

(a) To own, operate and manage hospitals, general, psychiatric and otherwise, and to provide management services therefor, and to do any and all things necessary and related thereto.

(b) To purchase, acquire, hold, improve, sell, convey, assign, exchange, release, mortgage, encumber, lease, hire and deal in real and personal property of every kind and character.

(c) To apply for, purchase, or acquire by assignment, transfer or otherwise, and hold, mortgage or otherwise pledge, and to sell, exchange, transfer, deal in and in any manner dispose of, and to exercise, carry out and enjoy any license, power, authority, concession, right or privilege which any corporation may make or grant.

(d) To manufacture, purchase or otherwise acquire, own, mortgage, pledge, sell, assign and transfer, exchange or otherwise dispose of, and invest, trade and deal in and with goods, wares and merchandise and personal property of every class and description, whether or not the same specifically pertain to the classes of business above specified; and to own and operate mines, plants, factories, mills, warehouses, yards, merchandise stores, commissaries and all other installations or establishments of whatever character or description, together with the equipment, rolling stock and other facilities used or useful in connection with or incidental thereto.

(e) To acquire bonds or stocks of this corporation or otherwise, the goodwill, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

(f) To purchase or otherwise acquire, hold, use, sell, assign, lease, mortgage or in any manner dispose of, and to take, exchange and grant licenses, or other rights therein, in respect of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventories, improvements, processes, formulae, methods, copyrights, trademarks and trade names, relating to or useful in connection with any business, objects or purposes of the corporation.

(g) To acquire, by purchase, subscription or otherwise, and to own, hold, sell and dispose of, exchange, deal in and deal with stocks, bonds, debentures, obligations, evidences of indebtedness, promissory notes, mortgages or securities, the stocks, bonds, debentures or other evidence of indebtedness of this corporation, and this corporation shall have express power to hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of capital stocks, bonds, debentures, promissory notes, mortgages and securities so acquired by it, and, while the owner thereof, to exercise all the rights, privileges and powers of ownership, including the right to vote thereof, to the same extent as a natural person may do subject to the limitations, if any, on such rights now or hereafter provided by the laws of Alabama.

(h) To endorse, or otherwise guarantee, or obligate itself for, or pledge or mortgage all or any part of its properties for the payment of the principal and interest, or either, on any bonds, debentures, notes, scrip, coupons or other obligations or evidences of indebtedness, or the performance of any contract, mortgage or obligation, or any other corporation or association, domestic or foreign, or of any firm, partnership or joint venture.

(i) To enter into, make and perform any contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, corporation, municipality, county, state territory, government, governmental subdivision or body politic.

(j) To acquire the goodwill, rights, assets and properties, and to undertake the whole or any part of the liabilities of any person, firm, association or corporation; to pay for the same in cash, the stock or other securities of the corporation, or otherwise; to hold, or in any manner dispose of, the whole or any part of the property so acquired; to conduct in any lawful manner the whole or any part of the business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of any such business.

(k) To borrow and lend money, without security, or upon the giving or receipt of such security as the Board of Directors of the corporation may deem advisable by way of mortgage, pledge, transfer, assignment or otherwise, of real and personal property of every nature and description, or by way of guaranty, or otherwise.

(l) To draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bill of exchange, warrants, debentures, and other negotiable or transferable instruments.

(m) To issue bonds, debentures or other securities or obligations and to secure the same by mortgage, pledge, deed of trust, or otherwise.

(n) To act as agent, jobber, broker, or attorney in fact in buying, selling, and dealing in real and personal property of every nature and description and leases respecting the same and estates and interests therein and mortgages and securities thereof, in making and obtaining loans, whether secured by such property or not, and in supervising, managing and protecting such property and loans and all interest in and claims affecting the same.

(o) To purchase, take, receive, redeem or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of its own shares of stock, and its bonds, debentures, notes, scrip or other securities or evidences of indebtedness, and to hold, sell, transfer or reissue the same.

(p) To enter into any plan or project for the assistance and welfare of its employees.

(q) To enter into any legal arrangements for sharing of profits, union of interest, reciprocal concessions, or cooperation, as partner, joint venturer or otherwise, with any person, partnership, corporation, association, combination, organization, entity or other body whatsoever, domestic or foreign carrying on or proposing to carry on any business which this corporation is authorized to carry on, or any business or transaction deemed necessary, convenient or incidental to carrying out of any of the objects of this corporation.

(r) To have one or more offices to carry on all of its operations and business without restriction or limit as to amount, in any of the states, districts, territories, or possession or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, possession, colony or country.

(s) To carry on any other business in connection with the foregoing.

(t) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of this corporation, to the same extent as natural persons might or could do and in any part of the world, as principal, factor, agent, contractor, or otherwise, either alone or in conjunction with any person, firm, association, corporation or any entity of whatsoever kind, and to do any and all such acts and things and to exercise any and all such powers to the full extent authorized or permitted to a corporation under any laws that may be now or hereafter applicable or available to this corporation.

The foregoing clauses, and each phrase thereof, shall be construed as objects and purposes of this corporation, as well as powers and provisions for the regulation of the business and the conduct of the affairs of the corporation, the directors, and shareholders thereof, all in addition to those powers specifically conferred upon the corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of purposes shall not be held to limit or restrict in any manner the powers of the corporation otherwise granted by law. Nothing herein contained, however, shall be construed as authorizing this corporation to carry on the business of banking or that of a trust company, or the business of insurance in any of its branches.

3. The location of the initial registered office of the corporation is 1212 Park Place Tower, Birmingham, Alabama 35203. The name of the initial registered agent at such address is Charles A. Speir.

4. The amount of the total number of shares authorized to be issued shall be 1,000 shares having a par value of $1.00 per share.

5. The names and post office addresses of the incorporator(s) are:

NAME	POST OFFICE ADDRESS
Healthcare Services of America, Inc., an Alabama corporation	1212 Park Place Tower Birmingham, Alabama 35203

The names and post office addresses of the Directors who shall hold office until the first annual meeting of Shareholders and until their successors have been elected and qualified are:

NAME OF DIRECTOR	POST OFFICE ADDRESS
Thomas C. Najjar, Jr., Chairman of Board	Birmingham, Alabama
Charles A. Speir	Birmingham, Alabama
Van Scott, M.D.	Birmingham, Alabama

6. The period for the duration of the corporation shall be perpetual.

7. This corporation may, from time to time, lawfully enter into any agreement to which all, or less than all, the holders of record of the issued and outstanding shares shall be parties, restricting the transfer of any or all shares represented by certificates therefor upon such reasonable terms and conditions as may be approved by the Board of Directors of this corporation, provided that such restrictions be stated upon each certificate representing such shares.

8. All persons who shall acquire shares in this corporation shall acquire them subject to the provisions of this Certificate of Incorporation,

as the same from time to time may hereafter be amended. So far as not otherwise expressly provided by the laws of the State of Alabama, the corporation shall be entitled to treat the person or entity in whose name any share is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to or interest in said share on the part of any other person, whether or not the corporation shall have notice thereof.

9. The President shall have authority to execute all deeds, mortgages, bonds and other contracts requiring a seal, under the seal of the corporation and the Secretary or any Assistant Secretary shall have authority to affix said seal to instruments requiring it, and attest the same.

10. The corporate powers shall be exercised by the Board of Directors, except as otherwise expressly provided by statute or by this Certificate of Incorporation. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is hereby expressly authorized:

(a) To adopt, alter, amend and repeal the By-Laws of the corporation, but By-Laws so made by the Directors may be altered or repealed by the Directors or Shareholders; and

(b) To fix and determine and to vary the amount of working capital of the corporation; to determine whether any, and if any, what part, of any accumulated profits shall be declared and paid as dividends; to determine the date or dates for the declaration and payment of dividends and to direct and determine the use and disposition of any surplus or net profit over and above the stated capital.

The corporation may, in its By-Laws, confer powers upon its Board of Directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon Directors by statute.

11. No contract or other transaction between the corporation and one or more of its Directors or any other corporation, firm, association or entity in which one or more of its Directors are Directors or Officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, if the contract or transaction is fair and reasonable to the corporation and if either:

(1) The fact of such relationship or interest is disclosed to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Directors; or

(2) The fact of such relationship or interest is disclosed to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent.

Common or interested Directors may not be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

IN WITNESS WHEREOF, the undersigned Incorporator(s) have hereunto subscribed their names to these Articles of Incorporation on this the 9 day of September, 1983.

HEALTHCARE SERVICES OF AMERICA, INC.,
An Alabama Corporation

BY: _____
Its President

ATTEST:

_____
Its Secretary

STATE OF ALA. JEFFERSON CO
I CERTIFY THIS INSTRUMENT
WAS FILED

SEP 13 3 32 PM '83

RECORDED & $___MTG. TAX
& $___DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

JUDGE OF PROBATE

State of Alabama
Jefferson County

I, the Undersigned, as Judge of the Court of Probate, in and for said County, in said State, hereby certify that the foregoing is a full, true and correct copy of the instrument with the filling of same as appears of record in this office in Vol. 3387 Record of Real on page 476

Given under my hand and official seal, this the 13 day of Sept 1983.

Judge of Probate

State Of Alabama
Jefferson County

CERTIFICATE OF INCORPORATION

OF

H. C. Corporation

The undersigned, as Judge of Probate of Jefferson County, State of Alabama, hereby certifies that duplicate originals of Articles of Incorporation for the incorporation of H. C. Corporation, duly signed pursuant to the provisions of Section 64 of the Alabama Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation of H. C. Corporation, and attaches hereto a duplicate original of the Articles of Incorporation.

GIVEN Under My Hand and Official Seal on this the 13th day of September, 19 83.

Judge of Probate

PROBATE — 185

FILED IN OFFICE
OCT 11 2007
SECRETARY OF STATE

#094 155
Posted by: JH | Checked by: JJ

STATE OF ALABAMA

STATEMENT OF CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE OR BOTH

CHECK ONE: ___ FOREIGN CORPORATION
X DOMESTIC PROFIT CORPORATION

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING ITS REGISTERED AGENT, ITS REGISTERED OFFICE, OR BOTH IN THE STATE OF ALABAMA.

State of Incorporation: Alabama

1. The name of the corporation:
H. C. Corporation

2. The name of the **present** registered agent:
NATIONAL REGISTERED AGENTS INC

3. The street address of the **present** registered office:
150 SOUTH PERRY ST MONTGOMERY, AL 36104

4. The name of its **successor** registered agent:
The Corporation Company

5. The **street address** (NO PO BOX) to which the registered office is to be changed **(street address of registered agent and registered office must be identical):**
2000 Interstate Park Drive, Suite 204, Montgomery, Alabama 36109
Street Number, Street Name City, State and Zip Code

6. **If you are changing the street address of the registered agent, you are required to notify the corporation in writing of the change in the registered agent's address.**

7. Date: 10/1/2007

H. C. Corporation
Name of Corporation

Attorney in Fact
Type or Print Corporate Officer's Name and Title

Signature of Officer

$5 Filing Fee

I, The Corporation Company, consent to serve as registered agent to the above named corporation on this the 1 day of October, 2007

The Corporation Company Kimberly Breunlin
Signature of Registered Agent Assistant Secretary

RECEIVED
OCT 11 2007
SECRETARY OF STATE

MAIL ORIGINAL APPLICATION WITH THE FILING FEE OF $5.00 TO:
SECRETARY OF STATE, CORPORATIONS DIVISION, PO BOX 5616, MONTGOMERY, ALABAMA 36103-5616

Rev. 4/2000

AL043 - 8/14/00 C T System Online

Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on October 11 2007
DATE September 24, 2010

Secretary of State

APR - 8 2005

#094-155 Posted by: Checked by:

STATE OF ALABAMA

STATEMENT OF CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE OR BOTH

CHECK ONE: ___ FOREIGN CORPORATION
✓ DOMESTIC PROFIT CORPORATION

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING ITS REGISTERED AGENT, ITS REGISTERED OFFICE, OR BOTH IN THE STATE OF ALABAMA.

State of Incorporation: Alabama

1. The name of the corporation:
H. C. Corporation

2. The name of the **present** registered agent:
CSC-Laywers Incorporating Services Inc.

3. The street address of the **present** registered office:
150 South Perry Street, Montgomery, AL 36104

4. The name of its **successor** registered agent:
National Registered Agents, Inc.

5. The **street address (NO PO BOX)** to which the registered office is to be changed **(street address of registered agent and registered office must be identical):**
150 South Perry Street, Montgomery, AL 36104
Street Number, Street Name — City, State and Zip Code

6. **If you are changing the street address of the registered agent, you are required to notify the corporation in writing of the change in the registered agent's address.**

7. Date: 3/29/05

$5 Filing Fee

H. C. Corporation
Name of Corporation
Jack Pulson, CAO, Vice President
Type or Print Corporate Officer's Name and Title
Signature of Officer

I, National Registered Agents, Inc., consent to serve as registered agent to the above named corporation on this the 7 day of April, 2005.

National Registered Agents, Inc.
Signature of Registered Agent
By: Maggie Ferdinand, Asst. Secy.

RECEIVED
APR 08 2005
SECRETARY OF STATE

MAIL ORIGINAL APPLICATION WITH THE FILING FEE OF $5.00 TO:
Rev. 4/2000 SECRETARY OF STATE, CORPORATIONS DIVISION, PO BOX 5616, MONTGOMERY, ALABAMA 36103-5616

Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on April 8, 2005
DATE September 24, 2010

Beth Chapman
Secretary of State

# 094-155	
Posted by: AP	Checked by: AP

FILED IN OFFICE
MAR 8 2010
SECRETARY OF STATE

STATE OF ALABAMA

STATEMENT OF CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE OR BOTH

CHECK ONE: _ FOREIGN CORPORATION
X DOMESTIC PROFIT CORPORATION

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING ITS REGISTERED AGENT, ITS REGISTERED OFFICE, OR BOTH IN THE STATE OF ALABAMA.

State of Incorporation: Jefferson County

1. The name of the corporation:
H. C. Corporation

2. The name of the **present** registered agent:
THE CORPORATION COMPANY

3. The street address of the **present** registered office:
2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109

4. The name of its **successor** registered agent:
C T CORPORATION SYSTEM

5. The **street address** **(NO PO BOX)** to which the registered office is to be changed **(street address of registered agent and registered office must be identical):**
2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104

6. **If you are changing the street address of the registered agent, you are required to notify the corporation in writing of the change in the registered agent's address.**

7. Date: March 8, 2010

RECEIVED
MAR 8 2010
SECRETARY OF STATE

$5 Filing Fee

I, as authorized by C T CORPORATION SYSTEM,

certify that the above named entity was notified of this change of address in writing.

Kenneth Uva
Signature of Registered Agent

MAIL ORIGINAL APPLICATION WITH THE FILING FEE OF $5.00 TO:
SECRETARY OF STATE, CORPORATIONS DIVISION, PO BOX 5616, MONTGOMERY, ALABAMA 36103-5616

Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on March 8 2010
DATE September 24, 2010

Secretary of State

094-155

Posted by: JB | Checked by:

FILED IN OFFICE
APR 21 2003
SECRETARY OF STATE

STATE OF ALABAMA

STATEMENT OF CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE OR BOTH

CHECK ONE: ___ FOREIGN CORPORATION
_x_ DOMESTIC PROFIT CORPORATION

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING ITS REGISTERED AGENT, ITS REGISTERED OFFICE, OR BOTH IN THE STATE OF ALABAMA.

State of Incorporation: Alabama

1. The name of the corporation:
H.C. CORPORATION

2. The name of the **present** registered agent:
The Corporation Company

3. The street address of the **present** registered office:
2000 Interstate Park Drive, Suite 204, Montgomery, AL 36109

4. The name of its **successor** registered agent:
CSC-Lawyers Incorporating Service Incorporated

5. The **street address** (NO PO BOX) to which the registered office is to be changed (**street address of registered agent and registered office must be identical**):
150 South Perry Street, Montgomery, AL 36104
Street Number, Street Name — City, State and Zip Code

6. **If you are changing the street address of the registered agent, you are required to notify the corporation in writing of the change in the registered agent's address.**

7. Date: 4/15/2003

$5 Filing Fee

H.C. CORPORATION
Name of Corporation

Marcio C. Cabrera, Vice President
Type or Print Corporate Officer's Name and Title

Marcio C. Cabrera
Signature of Officer

I, CSC-Lawyers Incorporating Service Incorporated, consent to serve as registered agent to the above named corporation on this the 18th day of April, 2003.

CSC-Lawyers Incorporating Service Incorporated
By: Jeanine Reynolds
Asst. Vice President
Signature of Registered Agent

APR 2003 RECEIVED Secretary of State

Rev. 4/2000

MAIL ORIGINAL APPLICATION WITH THE FILING FEE OF $5.00 TO:
SECRETARY OF STATE, CORPORATIONS DIVISION, PO BOX 5616, MONTGOMERY, ALABAMA 36103-5616

Secretary of State
State of Alabama

I hereby certify that this is a true and complete copy of the document filed in this office on Aug 21, 2003
DATE August 24, 2010

Secretary of State

FOR USE BY *DOMESTIC* CORPORATION ONLY

STATEMENT OF CHANGE

OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH OF

H. C. CORPORATION

FILED IN OFFICE
FEB 20 1985
SECRETARY OF STATE

TO SECRETARY OF STATE OF ALABAMA:

Pursuant to the provisions of Section 10-2A-30, Code of Alabama 1975, the undersigned corporation, organized under the laws of the State of Alabama submits the following statement for the purpose of changing its registered office or its registered agent, or both, in the State of Alabama.

1. The name of the corporation is H. C. CORPORATION

2. The Address of its present registered office is

1212 Park Place Tower	Birmingham	AL	35203
Street Address, not P. O. Box	City	State	Zip Code

3. The address to which its registered office is to be changed

60 Commerce Street	Montgomery	Alabama	36103
Street Address, not P. O. Box	City	State	Zip Code

4. The name of its present registered agent

Charles A. Speir

5. The name of its successor registered agent is

THE CORPORATION COMPANY

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

7. Such change was authorized by resolution duly adopted by its board of directors.

DATED February 4, 1985

H. C. CORPORATION

By Charles A Speir
Its President

STATE OF ALABAMA

COUNTY OF JEFFERSON

Before me, the undersigned authority in and for said county and state, personally appeared Charles A. Speir, who being by me first duly sworn, doth depose and say that he/she is the President of H. C. CORPORATION
(Name of Corporation)
and that the foregoing statements contained in this report are true, full and correct.

Charles A Speir
(Signature of Officer)

Subscribed and sworn to before me on this 4th day of February, 1985 in witness whereof I hereunto subscribe my name and affix the seal of my office.

Janice Chamberlain
Notary Public
My Commission expires 3-12-86

(ALA. - 2580 - 11/3/83)

Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on February 20, 1985
DATE September 24, 2010 ebd

Beth Chapman
Secretary of State

Exhibit 3.92

AMENDED AND RESTATED
BY - LAWS
OF
H. C. CORPORATION

ARTICLE I

OFFICES

Section 1. The registered office shall be in the State of Alabama.

Section 2. The corporation may also have offices at such other places both within and without the State of Alabama. As the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place either within or without the State of Alabama as may be fixed from time to time by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of shareholders shall be held on the first day of May if not a legal holiday, and if a legal holiday, then on the next secular day following, at 11 a.m. or such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten or more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 5. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president or a majority of the board of directors, or at the request in writing of shareholders owning not less than twenty percent of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Except as otherwise provided by the statute or by the articles of incorporation, written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer of persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing directors.

Section 9. When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by law or the articles of incorporation.

Section 10. Unless otherwise provided in the articles of incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 11. Unless otherwise provided in the articles of incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

If the articles of incorporation provide that a consent may be signed by fewer than all of the shareholders having voting power on any question, then the consent need be signed only by shareholders holding that proportion of the total voting power on the question which is required by the articles of incorporation or by law, whichever requirement is higher. The consent, together with a certificate by the secretary of the corporation to the effect that the subscribers to the consent constitute all or the required proportion of the shareholders entitled to vote on the particular question, shall be filed with the records of proceedings of the shareholders. If the consent is signed by fewer than all of the shareholders having voting power on the question, prompt notice shall be given to all of the shareholders of the action taken pursuant to the consent.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Alabama nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

In addition, vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of Alabama, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any' personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise.

MEETINGS OF THE BOARD OF DIRECTORS

Section 6. Meetings of the board of directors, regular or special, may be held either within or without the State of Alabama.

Section 7. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 8. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 9. Except as otherwise provided by statute or the articles of incorporation, special meetings of the board of directors may be called by the president on four days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 10. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 11. A majority of the board of directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, then directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 13. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors may participate in a meeting of the board of directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

PROXY VOTE BY DIRECTORS

Section 14. Any director absent from a meeting may be represented by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of said absent director, filed with the secretary.

COMMITTEES OF DIRECTORS

Section 15. The board of directors, by resolution adopted by a majority of the board of directors, may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors, but the president may designate another director to serve on the committee pending action by the board.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

REMOVAL OF DIRECTORS

Section 16. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors, may be removed, with or without cause by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

ADVISORY COMMITTEES

The board of directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the Chairman of the Board or the directors of the corporation. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the board of directors.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it

appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Unless otherwise provided in the articles of incorporation or these by-laws, any two of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed with or without cause at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of and be subject to all the restrictions upon the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the state of Alabama.

ARTICLE VIII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Alabama." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 7. The corporation, to the full extent permitted by the laws of the State of Alabama, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served with another corporation, partnership, joint venture or other enterprise at the request of the corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the corporation.

ARTICLE IX

AMENDMENTS

Section 1. These by-laws may be altered, amended, or repealed or new by-laws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

AGREEMENT OF GENERAL PARTNERSHIP

OF

H.C. PARTNERSHIP

This Agreement of General Partnership (this "Agreement" entered into as of the 15th day of November, 2010, by and among H.C. Corporation, an Alabama corporation and HSA Hill Crest Corporation, an Alabama corporation. "H.C.-Sub" and "HAS-Sub" are collectively referred to herein as "Partners" or individually as a "Partners."

WHEREAS, the Partnership and each of the Partners has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto desire to enter into a new Agreement of General Partnership based upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Partners, intending to be legally bound, do hereby agree as follows:

1. Definitions.

"Act" shall mean the Alabama Uniform Partnership Act, as amended.

"Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Partner is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(l) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Regulations Sections 1.704-l(b)(2)(ii)(d)(4), 1.704-l(b)(2)(ii)(d)(5), and 1.704-l(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-l(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Cash Flow" with respect to any Partnership fiscal period shall mean all cash receipts of the Partnership during such fiscal period (other than contributions to Partnership's business) less (i) all Partnership cash disbursements during such fiscal period determined by the Partner in their

sole discretion to be reasonably necessary for the conduct of the Partnership's business, (ii) such reserves established by the Partners in their sole discretion during such fiscal period for anticipated Partnership expenses or Partnership debt repayments and (iii) any cash amounts reinvested in the Partnership as determined by the Partners in their sole discretion during such fiscal period for anticipated Partnership expenses or Partnership debt repayments. Cash Flow also shall include any other Partnership funds, including any amounts previously set aside as reserves by the Partners, no longer deemed by the Partners to be necessary for the conduct of the Partnership's business.

"Capital Account" means, with respect to any Partner, the Capital Account maintained for such Partner in accordance with the following provisions:

(i) To each Partner's Capital Account there shall be credited the amount of cash and the initial Gross Asset Value of any property contributed to the Partnership by such Partner, such Partner's distributive share of Profits, and any items in the nature of income or gain that are specially allocated pursuant to Section 12.2 or Section 12.3 of this Agreement, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Property distributed to such Partner.

(ii) From each Partner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Partner pursuant to any provision of this Agreement, such Partner's distributive share of Losses, and any items in the nature of loss or deduction specially allocated pursuant to Section 12.2 or Section 12.3, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

In the event any Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-l(b) and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Partners shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributions or distributed property or which are assumed by the Partnership), are computed in order to comply with such Regulations, the Partners may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Partner upon the dissolution of the Partnership. The Partners also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the respective Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-l(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b), provided that, to the extent that any such adjustment is inconsistent with other provisions of this Agreement and would have a material adverse effect on any Partner, such adjustment shall require the consent of such Partner.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any corresponding provisions of succeeding law.

"Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation will be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis. Notwithstanding the foregoing, if an asset has a zero basis for federal income tax purposes at the beginning of such Fiscal Year, depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Partners.

"Fiscal Year" shall have the meaning set forth in Section 15.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership will be the gross fair market value of such asset, as set forth on Exhibit A to this Agreement;

(ii) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the Partners, as of the following times:

(A) Upon the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution if the Partners reasonably determine that such an adjustment is necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;

(B) Upon the distribution by the Partnership to a Partner of more than a de minimis amount of any Property as consideration for an Interest in the Partnership if the Partners reasonably determine that such an adjustment is necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership; and

(C) Upon the liquidation of the Partnership within the meaning of Regulations Section 1.704-(l)(b)(2)(ii)(g), other than a liquidation caused by a termination under Code Section 708(b)(1)(B) that does not result in the dissolution of the Partnership under Section 17.1.

(iii) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and

(iv) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-l(b)(2)(iv)(m) and Subparagraph (vi) of the definition of "Profits" and "Losses" or Section 12.2(g); provided, however, that Gross Asset Values shall not be adjusted pursuant to this Subparagraph (iv) to the extent that the Partners determine that an adjustment pursuant to Subparagraph (ii) above is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this Subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Subparagraphs (i), (ii) or (iv) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses. The initial Gross Asset Value of the contributed assets is set forth on Exhibit A.

"Interest" shall mean, when used with reference to any person, the entire ownership interest of such person in income, gains, losses, deductions, tax credits, distributions and assets of the Partnership, and all other rights and obligations of such person in the Partnership under the terms and provisions of this Agreement and the Act.

"Nonrecourse Deductions" has the same meaning of such term set forth in Regulations Sections 1.704-2(b)(l) and 1.704-2(c).

"Nonrecourse Liability" has the same meaning of such term set forth in Regulations Section 1.704-2(b)(3).

"Partner Nonrecourse Debt" has the same meaning of such term set forth in Regulations Section 1.704-2(b)(4).

"Partner Nonrecourse Debt Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

"Partnership" shall mean the general partnership created under this Agreement and the partnership continuing the business of this Partnership in the event of a technical dissolution.

"Partnership Minimum Gain" has the same meaning of such term set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"Percentage Interest" has the meaning of such term set forth in Section 10.1(b).

"Profits" and "Losses" means, for each Fiscal Year, an amount equal to the Partnership's taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a)

(for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be added to such taxable income or loss;

(ii) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-(l)(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Subparagraphs (ii) or (iii) of the definition of "Gross Asset Value," the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(iv) Gain or loss resulting from any disposition of any property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year, computed in accordance with the definition of "Depreciation" hereof;

(vi) To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or 743(b) is required to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Partner's Interest in accordance with Regulations Section 1.704-l(b)(2)(iv)(m)(4), the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses;

(vii) Any items that are specially allocated pursuant to Section 12.2 and Section 12.3 hereof shall not be taken into account in computing Profits or Losses.

"Property" shall mean, as the case may be, any or all real and personal property, whether tangible or intangible, owned by the Partnership and all improvements thereto.

"Regulations" shall mean the Treasury Regulations promulgated under the Code, as such Treasury Regulations may be amended or modified from time to time (including corresponding provisions of succeeding regulations).

2. Formation of General Partnership. The parties to this Agreement hereby form a general partnership pursuant to the provisions of the Act and upon the terms, covenants and conditions hereinafter set forth.

3. Name of the Partnership. The name of the Partnership is "H.C. Partnership." The Partnership may employ or use a trade name other than the name of the Partnership for itself, any facilities owned, operated or managed by the Partnership or any services or lines of business of the Partnership. Any such trade name shall be selected by the Partners.

4. Names and Addresses of the Partners. The names and addresses of the Partners are listed on Exhibit B, attached hereto and herein incorporated by this reference, as the same may be amended from time to time, or at any time.

5. Purpose of Partnership. The Partnership has been formed for the purpose of consolidating control of the operations of the inpatient psychiatric hospitals of H.C.-Sub" and "HSA-Sub". The Partnership may engage in any and all other activities as may be necessary, incidental or convenient to carrying out the business of the Partnership as contemplated by this Agreement.

6. [Reserved]

7. Place of Business. The principal office of the Partnership shall be located at 367 South Gulph Road King of Prussia, PA 19406, or at such other place as shall be agreed upon by a majority of the Partners from time to time.

8. Term. The Partnership commenced on June 23, 1987, and shall continue until such other date as the Partners mutually agree.

9. Management. (a) The general management and determination of all questions relating to the affairs and policies of the Partnership, except for questions relating to the medical standards and medical policies of the Hospitals, shall be decided by a majority vote of the Partners.

10. Capital Contributions and Percentage Interest.

10.1 (a) Initial Capital Contribution. As of June 23, 1987, each Partner made an initial capital contribution to the Partnership consisting of all the assets with agreed upon initial Gross Asset Values as set forth on Exhibit A. In addition, the Partners transferred to the Partnership any liabilities set forth on Exhibit A. The Partnership will assume or take subject to, as appropriate, such liabilities. Such assets and liabilities have an agreed upon net value as set forth on Exhibit A.

(b) Percentage Interest. The Partners have agreed to allocate Profits and Losses of the Partnership and distributions of Cash Flow (other than liquidating

distributions) between the Partners according to the percentages (the "Percentage Interest") set forth on Exhibit C attached to this Agreement. The Percentage Interests will be maintained as set forth on Exhibit C unless modified in writing and signed by each of the Partners. The Partners all share in the capital of the Partnership based upon their respective Capital Account balances.

10.2 Additional Obligations. Any Partner may make further contributions to the Partnership. No Partner shall be obligated to make additional capital contributions to the Partnership or guarantee any indebtedness of the Partnership under this Agreement.

10.3 No or Limited Negative Capital Account Make Up. No Partner shall have an obligation to restore a negative Capital Account balance during the existence of the Partnership or upon the dissolution or termination of the Partnership.

10.4 Loans. Any Partner may, subject to the provisions of this Section 10.4, make loans or advance money to the Partnership if requested to do so by the Partners. These loans or advances shall not constitute an increase in the Capital Account or Percentage Interest of the lending Partner. The amount of any loan or advance shall be a liability of the Partnership to the lending Partner and shall be repayable upon such terms and conditions as may be agreed to by the lending Partner and the Partners; provided that such terms shall be as if they were negotiated at arm's length and shall otherwise be commercially reasonable.

11. Capital Account. As further provided for in Section 1 of this Agreement, the Partnership shall maintain a Capital Account for each Partner in accordance with the capital accounting rules of Regulations Section 1.704-l(b) for the entire term of the Partnership.

12. Allocations.

12.1 Profits and Losses. After giving effect to the special allocations set forth in Sections 12.2 and 12.3 for any Fiscal Year, Profits and Losses for any Fiscal Year will be allocated in accordance with the Partners' Percentage Interests.

12.2 Special Allocations. The following special allocations will be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(f), notwithstanding any other provision of this Section 12, if there is a net decrease in Partnership Minimum Gain during any Fiscal Year, each Partner shall be specifically allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to the Partner's share of the net decrease in Partnership Minimum Gain as determined in accordance with Regulations Section 1.704-2(g). Allocations made in accordance with the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items allocated under this Section 12.2(a) shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 12.2(a) is intended to comply with the minimum gain chargeback requirement in Regulations 1.704-2(f) and shall be interpreted consistently therewith.

(b) Partner Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Section 12, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Fiscal Year, each Partner, who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Deduction as determined in accordance with Regulations Section 1.704-2(i)(5), shall be specifically allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to the Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, as determined in accordance with Regulations Section 1.704-2(i)(4). Allocations made in accordance with the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items allocated under this Section 12.2(b) shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 12.2(b) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. If any Partner unexpectedly receives a distribution, allocation, or adjustment described in Regulations Sections 1.704-l(b)(2)(ii)(d)(4), 1.704-l(b)(2)(ii)(d)(5), or 1.704-l(b)(2)(ii)(d)(6), items of Partnership income and gain shall be made specifically to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of each such Partner as quickly as possible. An allocation made pursuant to this Section 12.2(c) shall be made only if, and to the extent that, each such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in Section 12 have been tentatively made as if this Section 12.2(c) were not in the Agreement.

(d) Gross Income Allocation. In the event a Partner has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Partner is obligated to restore in accordance with any provision of this Agreement, and (ii) the amount such Partner is deemed to be obligated to restore in accordance with the penultimate sentences of Regulations Sections 1.704-2(g)(l) and 1.704-2(i)(5), each such Partner shall be specifically allocated items of Partnership income and gain in the amount of such excess as quickly as possible. An allocation made in accordance with this Section 12.2(d) shall be made only if and to the extent that such Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 12 have been made as if Sections 12.2(c) and 12.2(d) were not in this Agreement.

(e) Partner Nonrecourse Deductions. In accordance with Regulations Section 1.704-2(i)(l), any Partner Nonrecourse Deductions for any Fiscal Year shall be specifically allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable.

(f) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specifically allocated among the Partners in proportion to the Partners' Percentage Interests. Solely for purposes of determining a Partner's proportionate share of the "excess nonrecourse liabilities" of the Partnership within the meaning of Regulations Section 1.752-3(a)(3), the Partners' interests in Partnership profits are in proportion to their Percentage Interests.

(g) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or 743(b) is required to be taken into account in determining Capital Accounts as a result of a distribution to a Partner in complete liquidation of its Interest in accordance with Regulations Sections 1.704-l(b)(2)(iv)(m)(2) or 1.704-l(b)(2)(iv)(m)(4), the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specifically allocated to the Partners in accordance with their interests in the Partnership in the event Regulations Section 1.704-l(b)(2)(iv)(m)(2) applies, or to the Partner to whom such distribution was made in the event Regulations Section 1.704-l(b)(2)(iv)(m)(4) applies.

(h) Allocations Upon Liquidation. Upon the liquidation of the Partnership, including the sale of all or substantially all of the Partnership's assets, income and loss shall be allocated among the Partners to cause the ending Capital Account balance of each Partner to be, as near as reasonably practicable, in proportion to the respective Percentage Interest of each Partner.

12.3 Curative Allocations. The allocations set forth in Sections 12.2(a)-(g) (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Partners that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other Partnership income, gain, loss, or deduction pursuant to this Section 12.3.

12.4 Tax Allocations: Code Section 704(c)

(a) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to contributed assets shall be, solely for tax purposes, allocated among the Partners so as to take account of any variation between the adjusted basis of such asset to the Partnership for federal income tax purposes and its initial Gross Asset Value as set forth on Exhibit A.

(b) In the event that the Gross Asset Value of any Partnership asset is adjusted pursuant to Subparagraph (ii) of the definition of "Gross Asset Value" set forth in Section 1, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted tax basis of such asset and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

(c) Allocations pursuant to this Section 10.4 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any person's Capital Account or share of Profits and Losses, other items, or distributions pursuant to any provision of this Agreement.

13. DISTRIBUTIONS

13.1 Cash Flow. The Cash Flow of the Partnership shall be distributed in proportion to the Partner's capital accounts. "Cash Flow of the Partnership" means all cash funds of the Partnership on hand at the end of each calendar quarter less (i) provision for payment of all outstanding and unpaid current cash obligations of the Partnership at the end of such quarter (including those which are in dispute), (ii) provision for payment of any indebtedness of the Partnership when and as the payments are required (including both interest and principal), and (iii) provisions for adequate reserves as determined by the Partners for reasonably anticipated cash expenses and contingencies (which may include debt service on Partnership indebtedness), but without deduction for depreciation and other noncash expenses.

14. Additional Funds and Adjustments. (a) Call for Funds. The Partners recognize that additional funds may be required for the operations of the Hospitals. The funds may be obtained by cash contributions of the Partners or by loans obtained by the Partnership or by any other means. When additional funds by way of cash contributions to capital are required to meet current Partnership obligations or to pay operating costs, the additional funds shall be called for and shall be contributed by the Partners in proportion to their Percentage Interest in the Partnership. Such contribution shall be in cash.

(b) Contributions for Defaulting Partner. If any Partner is unable or unwilling to make any or all of its proportionate contribution, then the non-defaulting Partners may, in addition to pursuing any other remedies which may be available, make contributions in excess of their proportionate shares (the "Excess Contribution"). If the non-defaulting Partners make Excess Contributions, then an adjustment shall be made to the Partners' capital accounts, and each Partner's share in the profits, losses and Cash Flow of the Partnership shall be adjusted accordingly. If, within 90 days from the date the non-defaulting Partners make an Excess Contribution, the defaulting Partner pays to the non-defaulting Partners an amount equal to the Excess Contribution, plus interest at 2% per annum more than the prime rate of interest as reported by *The Wall Street Journal*, but not more than the maximum rate allowed by law, then the Partners' capital accounts shall be adjusted for the reimbursement of the Excess Contribution (excluding interest), and each Partner's share in the profits, losses and Cash Flow of the Partnership shall be adjusted accordingly.

15. Books of Account. The Partnership books and records shall be maintained at the principal office of the Partnership, and each Partner shall have access thereto at all reasonable times. The books and records shall be kept by the Partners in accordance with generally accepted accounting principles consistently applied for financial reporting purposes and shall reflect all Partnership transactions and be appropriate and adequate for the Partnership's business. The Partners shall also keep adequate federal income tax records. The fiscal year of the Partnership shall be the calendar year. The books shall be closed and balanced at the end of each fiscal year.

16. Banking. The Partners shall cause the funds of the Partnership to be deposited in such bank account as they shall designate, and withdrawals shall be made upon such signatures as the Partners shall authorize.

17. Termination of the Partnership. Upon termination of the Partnership as determined by the Partners, a full and general accounting shall be taken of the Partnership business and the affairs of the Partnership shall be completed. Any profits or losses incurred since the previous accounting shall be divided among the Partners and shall be added to the distribution made to the Partners. The Partners shall wind up and liquidate the Partnership by selling the Partnership assets, and, after the payment of the Partnership liabilities, expenses and fees incurred in connection with such liquidation, distributing the proceeds thereof in cash to the Partners in accordance with their ending capital account balances in the Partnership.

18. Dissolution. Except as otherwise expressly provided in this Partnership Agreement, dissolution of the Partnership shall be subject to the provisions of the Act, as now or hereafter constituted or substituted. Unless otherwise required by law or by court order and subject to the provisions of this Section 18, the Partnership's business shall not terminate upon the occurrence of any event causing any dissolution of the Partnership. Any successor by the operation of law to a Partner's interest shall be deemed as an assignee having the rights which an assignee of such Partner's interest would have under the provisions of the Act.

19. Notices. All notices, consents and other instruments hereunder shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and shall be directed to the parties hereto at the following addresses or at the last addresses of the parties furnished by them in writing to the Partners.

If to H.C-Sub: H.C. Corporation
367 South Gulph Road
King of Prussia, PA 19406

If to HSA-Sub: HAS Hill Crest Corporation
367 South Gulph Road
King of Prussia, PA 19406

20. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns and controlled or controlling affiliates.

21. Governing Law. This Agreement shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the Parties have executed this Agreement of General Partnership as of the date first above written.

PARTNERS:

H.C. PARTNERSHIP

By: H.C. Corporation
Its General Partner

By: _____
Name: Steve Filton
Title: Vice President

By: HSA Hill Crest Corporation
Its General Partner

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Computation of Percentage Ownership in H.C. Partnership

H.C. Corporation and HSA Hill Crest Corporation's Capital Contribution was $100 total.

EXHIBIT B

The names and addresses of the General Partners of H.C. Partnership are as follows:

H.C. Corporation
367 South Gulph Road
King of Prussia, PA 19406

HAS Hill Crest Corporation
367 South Gulph Road
King of Prussia, PA 19406

EXHIBIT C

The Partnership Percentage of each of the General Partners is as follows:

General Partner	Partnership Percentage
1. H.C. Corporation	50%
2. HAS Hill Crest Corporation	50%

C & S 101 (12-78) (Please do not write in spaces below - for Department use)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

EFFECTIVE DATE If different than date of filing:	FILED Michigan Department of Commerce MAY 15 1980 DIRECTOR	Date Received MAY 8 1980
Corporation Number 206-295		

(SEE INSTRUCTIONS ON REVERSE SIDE)

ARTICLES OF INCORPORATION

(Domestic Profit Corporation)

These Articles of Incorporation are signed by the incorporator(s) for the purpose of forming a profit corporation pursuant to the provisions of Act 284, Public Acts of 1972, as amended, as follows:

ARTICLE I (See Part 1 of instructions on Page 4.)

The name of the corporation is Havenwyck Hall, Inc.

ARTICLE II (See Part 2 of instructions on Page 4.) (If space below is insufficient, continue on Page 3.)

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized capital stock is:

1. Common Shares 50,000 Par Value Per Share $ 1.00
   Preferred Shares _____ Par Value Per Share $ _____

and/or shares without par value as follows (See Part 3 of instructions on Page 4.)

2. Common Shares _____ Stated Value Per Share $ _____
   Preferred Shares _____ Stated Value Per Share $ _____

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows: (If space below is insufficient, continue on Page 3.)

GOLD SEAL APPEARS ONLY ON ORIGINAL

ARTICLE IV

1. The address of the initial registered office is: (See Part 4 of instructions on Page 4.)

3000 Town Center, Suite 2990 (NO. AND STREET) Southfield (CITY) Michigan 48075 (ZIP)

2. Mailing address of the initial registered office if different than above (See Part 4 of instructions on Page 4.)

(P. O. BOX) (CITY) Michigan (ZIP)

3. The name of the initial resident agent at the registered office is:

Myles B. Hoffert

ARTICLE V (See Part 5 of instructions on Page 4.)

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Garry E. Craig	259 Grosse Pines Drive, Rochester, MI 48063

ARTICLE VI OPTIONAL (Delete Article VI if not applicable.)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing ¾ in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII OPTIONAL (Delete Article VII if not applicable.)

Any action required or permitted by this act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

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(Use space below for continuation of previous Articles and/or for additional Articles.)

Please indicate which article you are responding to and/or insert any desired additional provisions authorized by the act by adding additional articles here.

This corporation is authorized to issue stock pursuant to Section 1244 of the Internal Revenue Code, as amended.

(See Attached Rider for Article VIII)

I (We), the incorporator(s) sign my (our) name(s) this 6th day of May 19 80.

Garry E. Craig

(INSTRUCTIONS ON PAGE 4)

GOLD SEAL APPEARS ONLY ON ORIGINAL

Havemeyer Hall, Inc.

RIDER

ARTICLE VIII

A. Any present or future director, officer or employee of the corporation, and any present or future director, officer or employee of any other corporation who shall have served as such by reason of the corporation's interest in such other corporation (any such other corporation being in this Article VIII called "another corporation") and the legal representatives of any such director, officer or employee, shall be indemnified and held harmless by the corporation from and against any and all loss, cost, liability and expense which may be imposed upon, or which may be paid or incurred by him, in connection with or resulting from any claim, action, suit or proceeding, in which he may be or become involved, as a party or otherwise, by reason of his being or having been, a director, officer or employee of the Corporation, or of another corporation, whether or not he continues to be such at the time such loss, cost, liability or expense have been imposed, paid or incurred. The provisions of this Article VIII are intended to constitute and shall be construed to constitute not only as the grant to the directors, officers and employees of the corporation, or of another corporation, and their respective legal representatives, of the right to be indemnified as in this Article VIII provided, but also as granting to the corporation the power, and as imposing on it the obligation, to indemnify the directors, officers and employees of the corporation, or of another corporation, and their respective legal representatives, as in this Article VIII provided. The power and obligations of the corporation to indemnify, and the right of indemnification of, directors, officers and employees of the corporation, or of another corporation, and their respective legal representatives, set forth in this Article VIII shall not be exclusive of any other power or obligation which the corporation may have to indemnify any director, officer or employee of the corporation, or of another corporation, or his legal representatives, or exclusive of any other rights to which any director, officer or employee of the corporation or of another corporation, or his legal representatives, or any of them, may have or to which he or they may be entitled as a matter of law or which may be lawfully granted to him, or them; and the right of indemnification granted in this Article VIII by the corporation shall be in addition to, and not in restriction or limitation of, any other obligation, right, privilege or power which the corporation may have or lawfully exercise with respect to the indemnification or reimbursement of directors, officers or employees of the corporation, or of another corporation, or their respective legal representatives.

B. Notwithstanding any other provision of this Article VIII to the contrary, no director, officer or employee of the corporation, or of another corporation, or his legal representatives, shall be entitled to indemnification pursuant to this Article VIII: (i) with respect to any matter as to which there shall have been a final determination on the merits that he has committed or allowed

some act or omission during the course of, or in connection with, his duties and responsibilities as a director, officer or employee of the corporation, or of another corporation, which constitutes a dereliction on his part in the performance of such duties and responsibilities (a) otherwise than in good faith in what he considered to be the best interests of the corporation, or of another corporation, and (b) without reasonable cause to believe that any such act or omission was proper and legal or (2) in the event that any claim, action, suit or proceeding shall be settled or otherwise terminated unless (a) the court having jurisdiction thereof shall have approved such settlement or other termination with knowledge of the indemnity provided in the Article VIII or (b) a written opinion of independent and disinterested legal counsel, selected by, or in a manner determined by, the Board of Directors of the corporation shall have been rendered, substantially concurrently with such settlement or other termination, to the effect that it was not probable that the matter as to which indemnification is being made would have resulted in a final determination that such director, officer or employee committed or allowed some act or omission during the course of, or in connection with, his duties and responsibilities as a director, officer or employee of the corporation, or of another corporation, which would constitute a dereliction on his part in the performance of such duties and responsibilities (i) otherwise than in good faith in what he considered to be the best interests of the corporation, or of another corporation, and (ii) without reasonable cause to believe that any act or omission on his part involved in such matter was proper and legal, and that the said loss, cost, liability or expense may properly be borne by the corporation.

C. For purposes of this Article VIII: (1) the words "claim, action, suit or proceeding" shall mean any claim, action, suit or proceeding, whether civil, criminal or otherwise; (2) the right of indemnification conferred thereby shall extend to any threatened action, suit or proceeding and failure to institute it shall be deemed its final determination; (3) the termination of an action, suit or proceeding by a plea of nolo contendere or other like pleas, or a demurrer or like plea or procedure, shall not constitute a final determination on the merits; (4) a conviction or judgment (whether based on a plea of guilty, or nolo contendere or its equivalent or after trial or otherwise) of or against any director, officer or employee of the corporation, or of another corporation, in a criminal action, suit or proceeding shall not be deemed (unless the court or other tribunal in which such conviction shall have occurred, or which shall have entered such judgment, expressly and specifically so finds and determines) a determination that such director, officer or employee has been derelict in the performance of his duties and obligations as a director, officer or employee of the corporation, or of another corporation, if independent and disinterested legal counsel selected by, or in the manner determined by, the Board of Directors of the corporation shall, substantially concurrently with such conviction

or judgment, render to the corporation a written opinion to the effect that, in or in connection with the transaction or transactions involved in the criminal action, suit or proceedings resulting in such conviction or judgment, such director, officer or employee of the corporation, or of another corporation, was acting in good faith or of another corporation, and that he had reasonable cause to believe that his conduct was lawful; (5) the words "loss, cost, liability or expense" shall include, but shall not be limited to, fees and disbursements of legal counsel, amounts of judgments, fines or penalties against, the corporation, or of another corporation, who is involved, in any claim, suit or proceeding and (6) advances may be made by the corporation against, and on account of, any loss, cost, liability or expense as and when, and upon such terms and conditions, as shall be determined by the Board of Directors of the corporation.

D. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer or employee of the corporation or is serving or shall have served as such, by reason of the corporation's interest in another corporation, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the corporation shall have the power to indemnify such person against such liability under the provisions of this Article.

E. If any portion or portions of this Article VIII or any part thereof shall have been determined or held to be invalid or illegal, for any reason, by a court of competent jurisdiction, the remaining portion or portions or parts thereof, if not determined to be subject to like or other invalidity or illegality, shall, nevertheless, be considered to be valid and lawful, and to be in force and effect notwithstanding the invalidity or illegality of any other portion or portions of this Article VIII.

C515 (Rev. 1-83)

MICHIGAN DEPARTMENT OF COMMERCE-CORPORATION AND SECURITIES BUREAU

(For Bureau use only)

FILED

MAR 23 1983

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Date Received

MARCH 7, 1983

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Corporations
(Please read instructions on last page before completing form)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The name of the corporation is: Havenwyck Hall, Inc.

2. The corporation identification number (CID) assigned by the Bureau is: 206-295

3. The location of the registered office is:

CITY NATL BANK
4300 ~~Penobscot~~ Building, Detroit, Michigan 48226
(Street address) (City) (ZIP Code)

4. Article I of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation is Havenwyck Hospital Inc.

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5. The foregoing Amendment to the Articles of Incorporation was duly adopted on the 1st day of March, 19 83, in accordance with the provisions of the Act. Complete and execute either a or b below, but not both.

This Amendment

a. ☐ was duly adopted by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.

Signed this _____ day of _____, 19_____.

_____ _____

_____ _____

_____ _____

_____ _____

(Signatures of all incorporators; type or print name under each signature)

b. (Check one of the following)

☐ was duly adopted by the shareholders or members, or by the directors if it is a nonprofit corporation organized on a nonstock directorship basis, in accordance with Section 611(2) of the Act. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407 (1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☑ was duly adopted by written consent of all the shareholders or members entitled to vote in accordance with Section 407 (3) of the Act.

Signed this 4th day of March, 1983

By Charles A Speir
(Signature)

Charles A. Speir, Chairman of the Board
(Type or Print Name and Title)

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C&S 560 (8-92)

934EN3814 0810 ORG&FI $125.00

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

Date Received
AUG 0 9 1993

(FOR BUREAU USE ONLY)

FILED

AUG 9 1993
Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Name
ATTN CHERYL J KRAWCZYK
MICHIGAN RUNNER SERVICE
PO BOX 266
EATON RAPIDS MI 48827

EFFECTIVE DATE:

DOCUMENT WILL BE RETURNED TO NAME AND ADDRESS INDICATED ABOVE

CERTIFICATE OF MERGER / CONSOLIDATION

For use by Domestic or Foreign Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), and/or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporations execute the following Certificate:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent corporation and its corporation identification number is:

Havenwyck Hospital Inc. — 206-295

Life Centers of Michigan, Inc. — 325-185

b. The name of the surviving (new) corporation and its corporation identification number is:

Havenwyck Hospital Inc. — 206-295

c. For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
Havenwyck Hospital Inc.	1,000 common shares, $1.00 par value	Common	N/A
Life Centers of Michigan, Inc.	100 common shares, $1.00 par value	Common	N/A

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

By

(MICH. - 1889 - 4/29/93)

125.00 10.00 97 CK B

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d. For each constituent nonstock corporation
(i) If it is organized on a membership basis, state (a) the name of the corporation, (b) a description of its members, and (c) the number, classification and voting rights of its members.

(ii) If it is organized on a directorship basis, state (a) the name of the corporation, (b) a description of the organization of its board, and (c) the number, classification and voting rights of its directors.

e. The terms and conditions of the proposed merger (consolidation), including the manner and basis of converting the shares of, or membership or other interests in, each constituent corporation into shares, bonds, or other securities of, or membership or other interest in, the surviving (consolidated) corporation, or into cash or other consideration, are as follows:

Upon the effective date of the merger, each share of common stock, $1.00 par value, of Life Centers of Michigan issued and outstanding immediately prior to the effective date of the merger shall, by virtue of the merger and without any action on the part of the holder thereof, be cancelled. The issued and outstanding shares of common stock, $1.00 par value, of Havenwyck Hospital Inc. shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall continue to represent one issued share of the surviving corporation.

f. If a consolidation, the Articles of Incorporation of the consolidated corporation are attached to this Certificate and are incorporated herein. If a merger, the amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

N/A

g. Other provisions with respect to the merger (consolidation) are as follows:

N/A

2. (Complete for any foreign corporation only)
This merger (consolidation) is permitted by the laws of the state of _____

the jurisdiction under which _____ (name of foreign corporation)

is organized and the plan of merger (consolidation) was adopted and approved by such corporation pursuant to and in accordance with the laws of that jurisdiction.

3. (Complete only if an effective date is desired other than the date of filing. This date must be no more than 90 days after receipt of this document in this office).

The merger (consolidation) shall be effective on the _____ day of _____, 19 _____.

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4. (Complete applicable section for each constituent corporation)

a. (For domestic profit corporations only)

The plan of merger was approved by the unanimous consent of the incorporators of

_____, which has not commenced business, has not issued any shares, and has not elected a Board of Directors. (Incorporators must sign on this page of the Certificate.)

b. (For profit corporations involved in a merger only)

The plan of merger was approved by the Board of Directors of _____

_____, the surviving corporation, without the approval of the shareholders of that corporation in accordance with Section 701 of the Act.

c. (For profit corporations only)

The plan of merger was adopted by the Board of Directors of the following constituent corporations:

Havenwyck Hospital Inc.
Life Centers of Michigan, Inc.

and was approved by the shareholders of those corporations in accordance with Section 703a.

d. (For nonprofit corporations only)

The plan of merger or consolidation was adopted by the Board of Directors
(i) (Complete if organized upon a stock or membership basis)

of _____ and was approved by the shareholders or members of that corporation in accordance with Sections 701 and 703(1) and (2), or pursuant to Section 407 by written consent and written notice, if required.
(ii) (Complete if organized upon a directorship basis)

of _____ in accordance with Section 703(3).

Sign this area for item 4(a).

Signed this _____ day of _____, 19 ____.

_____ _____

_____ _____

Sign this area for items 4(b), 4(c), or 4(d).

Signed this 30th day of July, 19 93.

Havenwyck Hospital Inc.
(Name of Corporation)

By _____
(Only signature of: President, Vice-President, Chairperson or Vice-Chairperson)

Gregory H. Browne, President
(Type or Print Name and Title)

Signed this 30th day of July, 19 93.

Life Centers of Michigan, Inc.
(Name of Corporation)

By _____
(Only signature of: President, Vice-President, Chairperson or Vice-Chairperson)

Gregory H. Browne, President
(Type or Print Name and Title)

(MICH. - 1889)

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CAS 550

Name of person or organization remitting fees:

Michigan Runner Service
(517)663-2525 Ref#32718

Preparer's name and business telephone number:

INFORMATION AND INSTRUCTIONS

1. The merger/consolidation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box on the front as evidence of filing.

   Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This certificate is to be used pursuant to sections 701 through 707 of the Act for the purpose of merging or consolidating two or more domestic and/or foreign corporations and pursuant to Section 731 or 735 if the merger or consolidation involves one or more foreign corporations.
4. If more than two corporations are merging or consolidating, the certificate may be adjusted as necessary, or the format may be used as a guide in drafting your own certificate. If additional space is required for any section, continue the section on an attachment.
5. Item 3—This document is effective on the date endorsed 'Filed' by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
6. This document must be accompanied by the consent of the Michigan Attorney General if a domestic nonprofit charitable purpose corporation is merging or consolidating into a for profit corporation or a foreign nonprofit corporation that does not have a certificate of authority with Michigan. Contact Consumer Protection and Charitable Trusts, Michigan Attorney General, P.O. Box 30214, 525 W. Ottawa, Lansing, MI 48909, (517) 373-1152.
7. This certificate must be signed in ink by the president, vice-president, chairperson, or vice-chairperson of each corporation that is merging or consolidating, unless the incorporators of a domestic profit corporation approve the merger or consolidation pursuant to sections 706 and 707 of the Act. In that event, Item 4 of the certificate must be signed in ink by the majority of the incorporators, of that corporation.
8. FEES: For each domestic corporation (Make remittance payable to the State of Michigan. Include corporation name and identification number on check or money order) $50.00
   Merger—If the survivor is a domestic profit corporation whose authorized shares are increased:
   each additional 20,000 authorized shares $30.00

   Consolidation—Franchise fees are required for the articles of incorporation of the new consolidated corporation, if it is a domestic corporation.

   Credit—If a foreign corporation authorized to transact business in this State merges or consolidates into a domestic profit corporation, the amount of franchise fees required to be paid by that domestic corporation shall be reduced by the initial or additional franchise fees paid to this State by the foreign corporation.
9. Mail form and fee to:

   Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division
   P.O. Box 30054, Lansing, Michigan 48909, Telephone: (517) 334-6302
   The office is located at: 6546 Mercantile Way, Lansing, MI 48910.

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Exhibit 3.95

AMENDED AND RESTATED

BY LAWS

OF

HAVENWYCK HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Havenwyck Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Michigan. The Corporation may also have offices at such other places both within and without the State of Michigan as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Michigan as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Michigan nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Michigan as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Michigan.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Michigan." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Michigan, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

ARTICLES OF INCORPORATION
OF

HHC AUGUSTA, INC.

Pursuant to the provisions of the Georgia Business Corporation Act, the undersigned incorporator submits the following articles of incorporation.

FIRST: The name of the corporation is: HHC Augusta, Inc.

SECOND: The number of shares the corporation is authorized to issue is: 1,000 shares of Common Stock, $1.00 par value per share.

THIRD: The street address of the initial registered office of the corporation is c/o C T Corporation System, 1201 Peachtree Street, NE, Atlanta, Georgia 30361, and the initial registered agent at that office is C T Corporation System. The county of the registered office is Fulton County.

FOURTH: The names and addresses of the initial Directors of the corporation are:

David K. White
1500 Waters Ridge Drive
Lewisville, Texas 75057

John E. Pitts
1500 Waters Ridge Drive
Lewisville, Texas 75057

David K. Meyercord
1500 Waters Ridge Drive
Lewisville, Texas 75057

FIFTH: The name and address of the incorporator is:

Thomas W. Burton
901 Main Street, Suite 4400
Dallas, Texas 75202

SIXTH: The mailing address of the initial principal office of the corporation is:

1500 Waters Ridge Drive
Lewisville, Texas 75057

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 21st day of November, 2005.

Thomas W. Burton, Incorporator

CORPORATIONS DIVISION
2005 NOV 23 A 11:12
SECRETARY OF STATE

793091.1/SP3/43288/0229/112105

Exhibit 3.97

AMENDED AND RESTATED

BY LAWS

OF

HHC AUGUSTA, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be HHC Augusta, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Georgia. The Corporation may also have offices at such other places both within and without the State of Georgia as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Georgia as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Georgia nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Georgia as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Georgia.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Georgia." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Georgia, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

SEP 2 7 2010

ARTICLES OF INCORPORATION

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

1 The name of the proposed corporation is HHC CONWAY INVESTMENT, INC

2 The initial registered office of the corporation is c/o C T Corporation System, 75 Beattie Place
Street Address

Greenville	Greenville	South Carolina	29601
City	County	State	Zip Code

and the initial registered agent at such address is C T Corporation System
Print Name

I hereby consent to the appointment as registered agent of the corporation

By C T Corporation System
Agent's Signature
Michael E Jones
Assistant Secretary

3 The corporation is authorized to issue shares of stock as follows Complete "a" or "b", whichever is applicable

a [X] The corporation is authorized to issue a single class of shares. the total number of shares authorized is 1,000

b [ ] The corporation is authorized to issue more that one class of shares

Class of Shares	Authorized No of Each Class

The relative right, preference, and limitations of the shares of each class, and of each series within a class, are as follows

4 The existence of the corporation shall begin as of the filing date with the Secretary of State unless a delayed date is indicated (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws, as amended)

051128-0096 FILED 11/28/2005
HHC CONWAY INVESTMENT, INC
Filing Fee $135 00 ORIG

SC001 05 07 2003 C T System Online

Mark Hammond South Carolina Secretary of State

Name of Corporation

5 The optional provisions. which the corporation elects to include in the articles of incorporation, are as follows (See the applicable provisions of Sections 33-2-102, 35-2-105, and 35-2-221 of the 1976 South Carolina Code of Laws, as amended)

6 The name, address. and signature of each incorporator is as follows (only one is required)

a THOMAS W BURTON
Name

901 MAIN STREET. SUITE 4400, DALLAS, TX 75202
Address

Thomas W. Burton
Signature

b
Name

Address

Signature

c
Name

Address

Signature

7 I, CHARLES E McDONALD JR, an attorney licensed to practice in the state of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Chapter 2, Title 33 of the 1976 South Carolina Code of Laws. as amended, relating to the articles of incorporation

Date 11-23-05

Signature

CHARLES E McDONALD JR
Type or Print Name

BOX 2048
Address

GREENVILLE SC 29602

864.240.3305
Telephone Number

SC00' 05/07/2003 CT Servers Online.

Exhibit 3.99

AMENDED AND RESTATED
BY - LAWS
OF
HHC CONWAY INVESTMENT, INC.

ARTICLE I

OFFICES

Section 1. The registered office shall be in the State of South Carolina.

Section 2. The corporation may also have offices at such other places both within and without the State of South Carolina. As the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place either within or without the State of South Carolina as may be fixed from time to time by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of shareholders shall be held on the first day of May if not a legal holiday, and if a legal holiday, then on the next secular day following, at 11 a.m. or such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten or more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 5. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president or a majority of the board of directors, or at the request in writing of shareholders owning not less than twenty percent of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Except as otherwise provided by the statute or by the articles of incorporation, written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer of persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing directors.

Section 9. When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by law or the articles of incorporation.

Section 10. Unless otherwise provided in the articles of incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 11. Unless otherwise provided in the articles of incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

If the articles of incorporation provide that a consent may be signed by fewer than all of the shareholders having voting power on any question, then the consent need be signed only by shareholders holding that proportion of the total voting power on the question which is required by the articles of incorporation or by law, whichever requirement is higher. The consent, together with a certificate by the secretary of the corporation to the effect that the subscribers to the consent constitute all or the required proportion of the shareholders entitled to vote on the particular question, shall be filed with the records of proceedings of the shareholders. If the consent is signed by fewer than all of the shareholders having voting power on the question, prompt notice shall be given to all of the shareholders of the action taken pursuant to the consent.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of South Carolina nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

In addition, vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of South Carolina, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any' personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise.

MEETINGS OF THE BOARD OF DIRECTORS

Section 6. Meetings of the board of directors, regular or special, may be held either within or without the State of South Carolina.

Section 7. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 8. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 9. Except as otherwise provided by statute or the articles of incorporation, special meetings of the board of directors may be called by the president on four days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 10. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 11. A majority of the board of directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, then directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 13. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors may participate in a meeting of the board of directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

PROXY VOTE BY DIRECTORS

Section 14. Any director absent from a meeting may be represented by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of said absent director, filed with the secretary.

COMMITTEES OF DIRECTORS

Section 15. The board of directors, by resolution adopted by a majority of the board of directors, may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors, but the president may designate another director to serve on the committee pending action by the board.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

REMOVAL OF DIRECTORS

Section 16. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors, may be removed, with or without cause by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

ADVISORY COMMITTEES

The board of directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the Chairman of the Board or the directors of the corporation. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the board of directors.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it

appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Unless otherwise provided in the articles of incorporation or these by-laws, any two of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed with or without cause at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of and be subject to all the restrictions upon the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the state of South Carolina.

ARTICLE VIII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, South Carolina." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 7. The corporation, to the full extent permitted by the laws of the State of South Carolina, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served with another corporation, partnership, joint venture or other enterprise at the request of the corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the corporation.

ARTICLE IX

AMENDMENTS

Section 1. These by-laws may be altered, amended, or repealed or new by-laws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:29 PM 11/22/2005
FILED 05:17 PM 11/22/2005
SRV 050954020 - 4065518 FILE

CERTIFICATE OF INCORPORATION

OF

HHC DELAWARE, INC.

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the General Corporation Law of the State of Delaware, do hereby adopt the following Certificate of Incorporation for such corporation.

I

The name of the corporation is HHC Delaware, Inc. (the "Corporation").

II

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801, and the name of its registered agent at such address is The Corporation Trust Company.

III

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

IV

The Corporation is authorized to issue one class of capital stock to be designated "Common Stock". The number of shares of Common Stock which the Corporation shall have authority to issue is 1,000 shares, $1.00 par value per share. Each share of Common Stock of the Corporation shall have identical rights and privileges in every respect.

V

The names and mailing addresses of the three (3) persons who are to serve as the directors of the Corporation until the first annual meeting of the stockholders, or until their respective successors are elected and qualified, are:

NAME	ADDRESS
David K. White	1500 Waters Ridge Drive Lewisville, Texas 75057

John E. Pitts	1500 Waters Ridge Drive Lewisville, Texas 75057
David K. Meyercord	1500 Waters Ridge Drive Lewisville, Texas 75057

VI

The period of duration of the Corporation is perpetual.

VII

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to adopt, alter, amend or repeal the Bylaws of the Corporation except as otherwise provided in the Bylaws.

VIII

Elections of directors need not be by written ballot.

IX

To the fullest extent permitted by Delaware law, no director or officer of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for an act or omission in such director's capacity as a director of the Corporation or such officer's capacity as an officer of the Corporation. Specifically, a director or an officer of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except that this provision shall not eliminate or limit liability (i) for any breach of the director's or officer's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director or officer derived an improper personal benefit. The foregoing elimination of liability to the Corporation or its stockholders for monetary damages is not exclusive of any other rights or limitations of liability or indemnity to which a director or officer may be entitled under any other provision of the Certificate of Incorporation or Bylaws of the Corporation, contract or agreement, vote of stockholders and/or disinterested directors and officers, or otherwise.

X

Meetings of the stockholders of the Corporation may be held within or without the State of Delaware, as the Bylaws may provide. Unless otherwise required by applicable law, the books and records of the Corporation may be kept either within or outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

XI

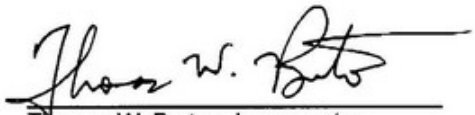
The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to such reservation.

XII

The name and address of the incorporator is:

NAME	**ADDRESS**
Thomas W. Burton	901 Main Street, Suite 4400 Dallas, Texas 75202

The undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this Certificate hereby declaring and certifying that this is my act and deed and the facts stated herein are true, and accordingly I have hereunto set my hand this 21st day of November, 2005.



Thomas W. Burton, Incorporator

Exhibit 3.101

AMENDED AND RESTATED

B Y L A W S

OF

HHC DELAWARE, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be HHC Delaware, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Delaware. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Delaware as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Delaware nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Delaware as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Delaware, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.102

ARTICLES OF INCORPORATION

OF

HHC ATLANTIC SHORES, INC.

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Florida Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation is HHC Atlantic Shores, Inc.

ARTICLE II

The principal place of business and mailing address of the corporation is:

1500 Waters Ridge Drive
Lewisville, Texas 75057

ARTICLE III

The purposes for which the corporation is organized are:

Mental health services and the transaction of any or all lawful business or activity for which corporations may be incorporated under the Florida Business Corporation Act.

FILED
05 SEP 20 AM 10: 12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV

The aggregate number of shares which the corporation shall have authority to issue is 1,000 with a par value of $1.00 per share. Each share of stock shall have identical rights and privileges in every respect.

ARTICLE V

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders, or until their successors are elected and qualified are:

NAME	ADDRESS
David K. White	1500 Waters Ridge Drive Lewisville, Texas 75057

797387.1/CP...

John E. Pitts	1600 Waters Ridge Drive Lewisville, Texas 75057
David K. Meyercord	1600 Waters Ridge Drive Lewisville, Texas 75057

ARTICLE VI

The name and Florida street address of the initial registered agent is: CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324.

ARTICLE VII

The name and address of the incorporator is:

NAME	ADDRESS
Thomas W. Burton, Esq.	Strasburger & Price, LLP 901 Main Street, Suite 4400 Dallas, Texas 75202

ARTICLE VIII

Except to the extent such power may be modified or divested by an action of the shareholders representing the majority of the issued and outstanding shares of the capital stock of the corporation taken at any regular or special meeting of shareholders, the power to adopt, alter, amend or repeal the bylaws of the corporation shall be vested in the shareholders.

ARTICLE IX

With respect to any matter, other than the election of the board of directors, for which the affirmative vote of the holders of a specified portion of the shares entitled to vote is required by the Florida Business Corporation Act, and notwithstanding that such Act may require a portion of the shares entitled to vote that exceeds that specified in this Article, the act of the shareholders on the matter shall be the affirmative vote of the holders of a majority of the shares entitled to vote on that matter, rather than the affirmative vote otherwise required by such Act.

ARTICLE X

To the full extent permitted by Florida law, no director of the corporation shall be liable to the corporation or its shareholders for monetary damages for an act or omission in such director's capacity as a director of the corporation. The foregoing elimination of liability to the corporation and its shareholders for monetary damages shall not be deemed exclusive of any other rights or limitations of liability or indemnity to

which a director may be entitled under any other provision of the Articles of Incorporation or Bylaws of the corporation, contract or agreement, vote of shareholders and/or disinterested directors of the corporation, or otherwise.

ARTICLE XI

Any action required by the Florida Business Corporation Act, as amended, to be taken at any annual or special meeting of shareholders of the corporation, or any action which may be taken at any annual or special meeting of shareholders of the corporation, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted. Any such written consent must be dated, signed and delivered in the manner required by, and shall be effective for the period specified by the Florida Business Corporation Act, as amended, and the taking of any such action by written consent shall be subject to satisfaction of all applicable requirements of such Act.

Prompt notice of the taking of any action by shareholders without a meeting by less than unanimous written consent shall be given to those shareholders who did not consent in writing to the action.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of September, 2005.

Thomas W. Burton, Incorporator

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05 SEP 20 AM 10:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in these Articles, the undersigned is familiar with and accepts the appointment as registered agent and agrees to act in this capacity.

CT Corporation System

By: _____ 9/20, 2005
Signature of Registered Agent Date

Michael E. Jones
Assistant Secretary

FILED
2005 SEP 28 AM 9:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Amendment
to
Articles of Incorporation
of

HHC ALANTIC SHORES, INC.
(Name of corporation as currently filed with the Florida Dept. of State)

P05000129655
(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this ***Florida Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

HHC PROSPECT, INC.
(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (If not applicable, indicate N/A)

N/A

(continued)

The date of each amendment(s) adoption: SEPTEMBER 28, 2005

Effective date if applicable: N/A
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

☐ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by _____"
(voting group)

☒ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature _____
(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

DAVID K. MEYERCORD
(Typed or printed name of person signing)

DIRECTOR
(Title of person signing)

FILED

05 NOV 18 AM 11:53

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Amendment to Articles of Incorporation of

HHC PROSPECT, INC.
(Name of corporation as currently filed with the Florida Dept. of State)

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this ***Florida Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

HHC FOCUS FLORIDA, INC.
(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (BE SPECIFIC)

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

(continued)

In attestation of the accuracy of the foregoing and of their approval of the actions taken as described therein, and as evidence of their waiver of notice to the taking of such action by unanimous written consent, the undersigned, being the sole Shareholder and all of the Directors of the Company, have hereunto subscribed their hands to the same extent and for all purposes as if actual meetings of shareholders and directors had been held on the date first above written. This Consent may be executed and delivered in one or more counterparts, including by facsimile transmission, each of which shall be deemed an original, but all of which shall constitute one and the same document.

HORIZON MENTAL HEALTH MANAGEMENT, INC., sole Shareholder

By _____
David K. Meyercord,
Executive Vice President

_____
David K. White, Director

_____
John E. Pitts, Director

_____
David K. Meyercord, Director

Exhibit 3.103

AMENDED AND RESTATED

B Y L A W S

OF

HHC FOCUS FLORIDA, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be HHC Focus Florida, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Florida. The Corporation may also have offices at such other places both within and without the State of Florida as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Florida as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Florida nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Florida as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Florida.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Florida." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Florida, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:26 PM 12/26/2007
FILED 08:32 PM 12/26/2007
SRV 071363505 - 4202934 FILE

CERTIFICATE OF FORMATION
OF
HHC PENNSYLVANIA, LLC

The undersigned authorized person, desiring to form a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act, does hereby certify as follows:

1. The name of the limited liability company is HHC Pennsylvania, LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware, 19901. The name of its registered agent at such address is the Corporation Trust Company

3. This Certificate of Formation shall be effective at 11:59 p.m. on December 31, 2007.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 21 day of December, 2007.

Christopher L. Howard

1831998.2

Exhibit 3.105

HHC PENNSYLVANIA, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by Horizon Health Hospital Services, LLC., a Delaware limited liability company and the sole member (the "Managing Member") of HHC PENNSYLVANIA, LLC, a Delaware limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Delaware (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") of the State and entering into an Operating Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Member" means the Managing Member and any Person who subsequently is admitted as a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on August 9, 2006. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "HHC PENNSYLVANIA, LLC". The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be The Corporation Trust Company located at 1209 Orange Street, Wilmington, DE 19801.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Horizon Health Hospital Services, LLC

By: Horizon Health Corporation
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

SCC619
(02/03)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF INCORPORATION OF A VIRGINIA STOCK CORPORATION

The undersigned, pursuant to Chapter 9 of Title 13.1 of the Code of Virginia, state(s) as follows:

1. The name of the corporation is:
   HHC POPLAR SPRINGS, INC.

2. The number (and classes, if any) of shares the corporation is authorized to issue is (are):

Number of shares authorized	Class(es)
1,000	VOTING COMMON STOCK

3. A. The name of the corporation's initial registered agent is
   C T CORPORATION SYSTEM

   B. The initial registered agent is **(mark appropriate box):**

   (1) an individual who is a resident of Virginia **and**
   [ ] an initial director of the corporation.
   [ ] a member of the Virginia State Bar.

   OR

   (2) [x] a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

4. A. The corporation's initial registered office address, which is the business office of the initial registered agent, is:
   4701 Cox Road, Suite 301 (number/street) Glen Allen (city or town), VA 23060-6802 (zip code)

   B. The registered office is physically located in the [ ] city or [x] county of
   HENRICO

5. The initial directors are:

NAME(S)	ADDRESS(ES)
JAMES KEN NEWMAN	1500 WATERS RIDGE DRIVE LEWISVILLE, TEXAS 75057

6. INCORPORATOR(S):

	DAVID K. MEYERCORD
David K Meyercord	DAVID K. MEYERCORD
SIGNATURE(S)	PRINTED NAME(S)

Telephone number (optional): _____

See instructions on the reverse.

Exhibit 3.107

AMENDED AND RESTATED

B Y L A W S

OF

HHC POPLAR SPRINGS, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be HHC Poplar Springs, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the Commonwealth of Virginia. The Corporation may also have offices at such other places both within and without the Commonwealth of Virginia as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the Commonwealth of Virginia as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the Commonwealth of Virginia nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the Commonwealth of Virginia as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the Commonwealth of Virginia.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Virginia." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the Commonwealth of Virginia, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Secretary of State
State Capitol Bldg.
1900 Kanawha Blvd. East
Charleston, WV 25305-0770

WEST VIRGINIA ARTICLES OF INCORPORATION

Penney Barker, Team Leader
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-5758
www.wvsos.com
FILE One Original

Control # 74797

The undersigned, acting as incorporator(s) according to the West Virginia Code, adopt the following Articles of Incorporation for a West Virginia Domestic Corporation, which shall be perpetual:

1. The **name** of the **West Virginia corporation** shall be: HHC RIVER PARK, INC.
[This name is your official name and must be used in its entirety when in use unless a trade name is registered with the Office of Secretary of State, according to Chapter 47-8 of the West Virginia Code.

2. The **address** of the **principal office** of the corporation will be:
   - Street: 1500 WATERS RIDGE DRIVE
   - City/State/Zip: LEWISVILLE, TX 75057

   located in the County of:
   - County: DENTON COUNTY, TX

   The mailing address of the above location, if different, will be:
   - Street/Box:
   - City/State/Zip:

FILED

MAR 29 2005

IN THE OFFICE OF SECRETARY OF STATE

3. The **physical address** (not a PO box) of the **of principal place of business in West Virginia, if any** of the corporation will be:
   - Street: 1230 SIXTH AVENUE
   - City/State/Zip: HUNTINGTON, WV 25701

   located in the County of:
   - County: CABELL COUNTY, WV

   The mailing address of the above location, if different, will be:
   - Street/Box:
   - City/State/Zip:

4. The name and address of the **person to whom notice of process may be sent** is:
   - Name: C T Corporation System
   - Street: 707 Virginia Street East
   - City/State/Zip: Charleston, West Virginia 25301

5. This corporation is organized as: (check one below)

   - [ ] NON-PROFIT, NON-STOCK, **(If you plan on applying for 501 (c)(3) status with the IRS you may want to include certain language that is required by IRS to be included in your articles of incorporation)**
   - [x] FOR PROFIT

6. FOR PROFIT ONLY:

   The total value of all authorized capital stock of the corporation will be $ 1,000.00.

   The capital stock will be divided into 1,000 shares at the par value of $ 1.00 per share.

7. The **purposes** for which this corporation is formed are as follows:
(Describe the type(s) of business activity which will be conducted, for example, "agricultural production of grain and poultry", "construction of residential and commercial buildings", "manufacturing of food products", "commercial printing", "retail grocery and sale of beer and wine". Purposes may conclude with words "... including the transaction of any or all lawful business for which corporations may be incorporated in West Virginia.")

Mental health services, including the transaction of any or all lawful business for which corporations may be incorporated in West Virginia

8. FOR NON PROFITS ONLY: (Check the statement that applies to your entity)

☐ Corporation will have no members

☐ Corporation will have members

(NOTE) If corporation has one or more classes of members, the designation of a class or classes is to be set forth in the articles of incorporation and the manner of election or appointment and the qualifications and rights of the members of each class is to be set forth in the articles of incorporation or bylaws. If this applies to your entity then you will have to attach a separate sheet listing the above required information, unless it will fit in the space below

9. The name and address of the incorporator(s) is:

Name	Address	City/State/Zip
THOMAS W. BURTON	901 MAIN STREET, SUITE 4300	DALLAS, TEXAS 75202

10. Contact and Signature Information:

a. Contact person to reach in case there is a problem with filing: Mike Jones Phone # 214-979-1172

b. Print Name of person who is signing articles of incorporation: Thomas W. Burton

c. Email address, if any _____ Email address

d. Signature of Incorporator: Thomas W. Burton Date: MARCH 28, 2005

Must be signed before submitting.

Exhibit 3.109

AMENDED AND RESTATED

B Y L A W S

OF

HHC RIVER PARK, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be HHC River Park, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of West Virginia. The Corporation may also have offices at such other places both within and without the State of West Virginia as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of West Virginia as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of West Virginia nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of West Virginia as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of West Virginia.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, West Virginia." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of West Virginia, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

ARTICLES OF INCORPORATION
OF

HHC ST. SIMONS, INC.

Pursuant to the provisions of the Georgia Business Corporation Act, the undersigned incorporator submits the following articles of incorporation.

FIRST: The name of the corporation is: HHC St. Simons, Inc.

SECOND: The number of shares the corporation is authorized to issue is: 1,000 shares of Common Stock, $1.00 par value per share.

THIRD: The street address of the initial registered office of the corporation is c/o C T Corporation System, 1201 Peachtree Street, NE, Atlanta, Georgia 30361, and the initial registered agent at that office is C T Corporation System. The county of the registered office is Fulton County.

FOURTH: The names and addresses of the initial Directors of the corporation are:

David K. White
1500 Waters Ridge Drive
Lewisville, Texas 75057

John E. Pitts
1500 Waters Ridge Drive
Lewisville, Texas 75057

David K. Meyercord
1500 Waters Ridge Drive
Lewisville, Texas 75057

FIFTH: The name and address of the incorporator is:

Thomas W. Burton
901 Main Street, Suite 4400
Dallas, Texas 75202

SIXTH: The mailing address of the initial principal office of the corporation is:

1500 Waters Ridge Drive
Lewisville, Texas 75057

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 21st day of November, 2005.

Thomas W. Burton, Incorporator

CORPORATIONS DIVISION
2005 NOV 23 A 11:12
SECRETARY OF STATE

792862.1/SP3/43288/0229/111705

Exhibit 3.111

AMENDED AND RESTATED

B Y L A W S

OF

HHC ST. SIMONS, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be HHC St. Simons, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Georgia. The Corporation may also have offices at such other places both within and without the State of Georgia as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Georgia as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Georgia nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Georgia as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

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BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Georgia.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Georgia." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Georgia, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:12 PM 05/23/2006
FILED 09:12 PM 05/23/2006
SRV 060495049 - 4163921 FILE

CERTIFICATE OF LIMITED PARTNERSHIP OF HICKORY TRAIL HOSPITAL, L.P.

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, does hereby certify as follows:

1. The name of the limited partnership is Hickory Trail Hospital, L.P.

2. The address of its registered office in Delaware is 160 Greentree Drive, Suite 101, Dover, Delaware 19904. The name of the registered agent at such address is National Registered Agents, Inc.

3. The name and mailing address of the sole general partner is:

Texas Hospital Holdings, LLC
840 Crescent Centre Drive, Suite 460
Franklin, Tennessee 37067

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership as of May 23, 2006.

TEXAS HOSPITAL HOLDINGS, LLC

By: _____
Name: Steven T. Davidson
Its: Vice President

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

OF

HICKORY TRAIL HOSPITAL, L.P.

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

OF

HICKORY TRAIL HOSPITAL, L.P.

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement"), is made and entered into as of November 15, 2010, by and among Texas Hospital Holdings, LLC, a Texas limited liability company, as general partner (the "General Partner"), and Texas Hospital Holdings, Inc., a Delaware corporation (the "Limited Partner"). The General Partner and the Limited Partners are hereinafter sometimes referred to individually as a "Partner" and collectively as the "Partners."

RECITALS:

WHEREAS, the Partners formed the Partnership by executing the Agreement of Limited Partnership of the Partnership, dated as of May 23, 2006 (the "Initial Agreement"), and by filing with the Office of the Secretary of State (the "Secretary of State") of the State of Delaware (the "State") a Certificate of Limited Partnership on May 23, 2006 (as amended and restated from time to time, the "Certificate"); and

WHEREAS, each of the Partnership and the Partners has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the Partnership on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

SECTION 1

General

1.1 Formation. The parties hereto agree to continue, in accordance with the provisions of this Agreement, the Partnership as a limited partnership under and pursuant to the Act, and the rights and obligations of the Partners shall be as provided in the Act except as otherwise expressly provided herein.

1.2 Organization Certificates. The General Partner shall execute all certificates or documents and make all filings and recordings and perform such acts as shall constitute compliance with all requirements for the formation and maintenance of the existence of the Partnership as a limited partnership under the Act and under the laws of the United States or a state in which it has authority to do business. The General Partner shall take all action that may be necessary or appropriate for the continuation of the Partnership's valid existence as a limited partnership under the Act and under the laws of all such states.

1.3 Name. The name of the Partnership shall be Hickory Trail Hospital, L.P., all business of the Partnership shall be conducted in such name that the General Partner determines to be in the best interest of the Partnership.

1.4 Capitalized Words and Phrases. Capitalized words and phrases used herein shall have the meanings stated in Section 19 hereof, unless defined in a document to which reference is made for such definition or defined in another section of this Agreement.

SECTION 2

Term

The term of the Partnership commenced on the date of the filing of the Certificate in the Secretary of the State of the State and shall continue until dissolved as provided in Section 12. The General Partner shall cause the due filing and recording of any required amendments to and/or restatements of the Certificate as promptly as possible following the execution and delivery of this Agreement.

SECTION 3

Purpose

The sole purpose and business of the Partnership shall be to own and operate the behavioral health care hospital in Texas, including Hickory Trail Hospital (the "Hospital"). In furtherance of the purpose of the Partnership, the Partnership shall have the power to do any and all of the things necessary or desirable in connection with the foregoing or as otherwise contemplated by this Agreement. The Partnership shall not engage in any other business without the prior written consent of the General Partner.

SECTION 4

Principal Place of Business

The location of the principal office of the Partnership (where the books and records of the Partnership shall be kept) is at the executive offices of UHS, which is currently located at 367 South Gulph Road King of Prussia, PA 19406.

SECTION 5

Partners; Capital Contributions; Capital Accounts; Allocations Among Partners; Partnership Interests

5.1 Capital Contributions.

(a) Capital Contribution of the Partners. The Partnership shall be owned by the Limited Partner and the General Partner, pro rata as their capital contributions relate to total capital contributed to the Partnership by the Limited Partner and the General Partner. The ownership percentages, as of the date of this Agreement, of the Limited Partner and the General Partner in the Partnership shall be as set forth on Schedule A hereto, as from time to time amended and supplemented by the Partnership (without the need for an amendment to the Agreement).

(b) Additional Capital Contributions of Partners. Except for the Capital Contributions as set forth on Schedule A hereto, no Partner shall be required to make any additional capital contributions unless all Partners consent to make such Additional Contribution.

(c) Additional Limited Partners. The General Partner may, at any time, and from time to time, admit additional Limited Partners, or may accept an additional capital contribution from any Limited Partner, who shall be considered an additional Limited Partner to the extent of such additional capital contribution; provided, that, the admission of Limited Partners and the issuance of Partnership Interests as contemplated by Section 11.3, shall require the consent of a Majority in Interest as provided in Section 6.3(h). The capital contribution of any additional Limited Partners shall be payable on a date such Limited Partner is admitted to the Partnership. As soon as practicable after the admission of any new Limited Partner or the acceptance of any additional capital contribution as herein above provided, the General Partner shall, if required, cause an appropriate amendment to the Certificate to be filed and shall deliver to each Limited Partner an amended Certificate.

5.2 Capital Accounts. Each Partner shall have a capital account ("Capital Account"), which, in addition to the adjustments set forth below, shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1 .704-1(b)(2)(iv) and shall be equal to the amount of cash contributed by such Partner to the Partnership pursuant to Subsection 5.1 and such Capital Account shall be:

(a) increased by:

(i) the fair market value of property contributed by the Partner to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Code Section 752);

(ii) allocations of net income from operations (or items thereof) and the amount of net gains (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including income and gain exempt from tax and income and gain described in Treasury

Regulation Section 1 .704-l(bX2)(iv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-1(b)(4)(i); and

(b) decreased by:

(i) amounts paid or distributed to the Partner pursuant to Sections 8 and 11.3 (other than repayments of any loans made to the Partnership under Subsection 6.9 or Section 10 hereof);

(ii) the fair market value of property distributed to the Partner by the Partnership (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Code Section 752);

(iii) allocations to the Partner of expenditures of the Partnership described in Code Section 705 (a)(2)(B); and

(iv) allocations of Partnership loss and deductions (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including loss and deduction described in Treasury Regulation Section 1.704-1 (b)(2)(iv)(g), but excluding items described in (iii) above and loss or deduction described in Treasury Regulation Sections 1 .704-1(b)(4)(i) or 1 .704-1(b)(4)(iii).

5.3 Determination of Balance in Capital Accounts. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Partner for purposes of Sections 7 or 8, the Capital Account of the Partner shall be determined after giving effect to all adjustments provided for in Subsection 5.2 for the current Fiscal Year in respect of transactions effected prior to the date with respect to which such determination is to be made.

5.4 Withdrawal of Capital. Except as specifically provided in this Agreement, no Partner shall be entitled to withdraw any part of his Capital Account or to receive any distribution from the Partnership, and no Partner shall be entitled or required to make any additional capital contribution to the Partnership.

5.5 Capital Accounts of New Partners. Each Partner, including any additional or Substituted Limited Partner, who shall receive any Partnership Interest(s) in the Partnership or whose Partnership Interest(s) in the Partnership shall be increased by means of a Transfer to him of all or part of the Partnership Interest(s) of another Partner, shall succeed to the Capital Account of the transferor to the extent the Capital Account of the transferor relates to the transferred Partnership Interest(s).

5.6 Partners' Loans. Loans by any Partner to the Partnership shall not be considered Capital Contributions to the Partnership and shall not increase the Capital Account of the lending Partner.

5.7 Liability of Limited Partners. Except as provided in the Act, a Limited Partner shall not be liable for the obligations of the Partnership. The liability of each Limited Partner shall be limited solely to the amount of his Capital Contribution to the Partnership required by the provisions of this Agreement. Notwithstanding anything to the contrary above, a Limited Partner receiving the return of any portion of his capital contributions without violating this Agreement or the Act shall be liable to the Partnership for a period of one (1) year thereafter for the amount of the returned contribution, but only to the extent necessary to discharge the Partnership's liabilities to creditors who extended credit to the Partnership during the period prior to the date of the return of such Capital Contribution (excluding liabilities of the Partnership represented by debt, the repayment of which is secured solely by Partnership property.

5.8 Transferee Partners. Any Partner acquiring the interest of any other Partner shall, with respect to the interest so acquired, be deemed to be a Partner of the same class as the transferor.

5.9 Interest on Capital Contributions. No interest shall be paid by the Partnership on any capital contributed to the Partnership.

5.10 Allocations Among Partners. Unless otherwise expressly stated to the contrary, whenever amounts are allocated or distributed to the Partners such amounts shall be allocated or distributed among the Partners in the proportion that the Partnership Interest(s) each owns bears to the aggregate number of Partnership Interests of all the Limited Partners at the time of such allocation or distribution.

5.11 Capital Accounts to Conform with Treasury Regulations. In addition to the adjustments set forth in this Section 5, the Capital Accounts of the Partners shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1.704-l(b)(2)(iv). In this regard, at the sole and absolute discretion of the General Partner, the Partnership's assets and, accordingly, the Partner's Capital Accounts, may be adjusted to equal their respective fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Treasury Regulation Section 1.704-l(b)(2)(ii)(g).

SECTION 6

Control and Management

6.1 General. Except as specifically limited herein, the General Partner shall have full, exclusive and complete discretion in the management and control of the Partnership for accomplishing the purposes set forth in Section 3. The General Partner agrees to manage and control the affairs of the Partnership to the best of its ability and to conduct the operations

contemplated under this Agreement in a careful and prudent manner and in accordance with good industry practice. Subject to the limitations set forth in this Agreement, the General Partner shall have full power and authority to execute all documents and instruments on behalf of the Partnership and to take all other requisite actions on behalf of the Partnership.

6.2 Powers of General Partner. Subject to any limitations expressly set forth in this Agreement, the General Partner shall perform or cause to be performed, at the Partnership's expense and in its name, all things necessary to own and operate, the Hospitals. Without limiting the generality of the foregoing, the General Partner (subject to the provisions of Subsection 6.3 hereof) is expressly authorized to do the following on behalf of the Partnership:

(a) enter into, amend or revise contracts, leases and other agreements that are necessary for the operations of the Hospital;

(b) borrow money on behalf of the Partnership, on a secured or unsecured basis, or refinance or modify any Partnership indebtedness;

(c) perform any and all acts necessary or appropriate for the ownership and operation of the Hospital, including without limitation, commencing, defending and/or settling litigation regarding the Hospitals or any aspect thereof;

(d) procure and maintain with responsible companies such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner;

(e) take and hold all property of the Partnership, real, personal and mixed, in the Partnership name, or in the name of a nominee of the Partnership;

(f) execute and deliver on behalf of, and in the name of the Partnership, or in the name of a nominee of the Partnership, deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale, financing statements, security agreements, installation contracts, easements, construction contracts, architectural and engineering and any and all other instruments necessary or incidental to pursuing the purpose of the Partnership or the conduct of the Partnership's business and the financing thereof,

(g) bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Partnership;

(h) establish reasonable reserve funds from Cash Flow to provide for future contingencies;

(i) loan funds to the Partnership, directly or through an Affiliate, and charge interest therefor;

(j) coordinate all accounting and clerical functions of the Partnership and employ such accountants, attorneys, managers, agents and other management or service personnel as may from time to time be required to carry on the business of the Partnership;

(k) during those periods in which the General Partner determines such funds are not necessary for the working capital needs of the Partnership, invest its available funds, or any part thereof, in such short-term investment vehicles as the General Partner determines to be in the best interests of the Partnership;

(l) execute, acknowledge and deliver any and all instruments necessary to effectuate the foregoing;

(m) operate any business normal or customary for the owners of property similar to the Hospital; and

(n) employ such staff, professionals and consultants as shall be necessary or appropriate to operate the business of the Partnership.

(o) finance and construct a replacement Hospital facility

(p) sell the assets of the Partnership including, all or substantially all of the assets of the Partnership.

6.3 Limitations on Powers of General Partner. Notwithstanding the generality of the foregoing, the General Partner shall not be empowered, without the Votes of a Majority in Interest of the Limited Partners, to:

(a) do any act in contravention of this Agreement;

(b) confess a judgment against the Partnership;

(c) possess Partnership property or assign any rights in specific Partnership property for other than a Partnership purpose;

(d) except as otherwise provided in Section 11 hereof, admit a person as a general partner into the Partnership;

(e) require any Limited Partner to make a Capital Contribution to the Partnership not provided for in this Agreement; or

(f) except as provided in this Agreement (including, without limitation, the admission of additional Limited Partners as provided herein), increase or decrease the interest of any Partner in the assets, profits, losses or distributions of the Partnership; and

(g) relieve the General Partner of any liability under this Agreement due to the assignment of its interest in the Partnership;

(h) admit additional (including by way of public offering) or Substituted Limited Partners, except as provided in Section 11 hereof;

(i) lend any Partnership funds or property to any person;

(j) change, reorganize, merge or consolidate the Partnership with or into any other legal entity (including a publicly held entity); or

6.4 No Management Powers By Limited Partners. The Limited Partners shall take no part in the control of the Partnership business and shall have no right or authority to act for or bind the Partnership. The exercise of any of the rights and powers of the Limited Partners pursuant to the terms of this Agreement shall not be deemed taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

6.5 General Partner's Liability. The General Partner shall not be liable for the return of any portion of the capital contributions of the Limited Partners. The General Partner shall not be required to contribute any amount to the capital of the Partnership except as provided in Section 5 hereof.

6.6 Limitation on Obligations of General Partner. The General Partner shall devote as much of its time and attention as is reasonably necessary and advisable to manage the affairs of the Partnership to the best advantage of the Partnership. Except as otherwise specifically set forth below, the General Partner shall not be liable to the Limited Partners because any governmental authority disallows or adjusts any deductions or credits in the Partnership's income tax returns.

6.7 Indemnification of General Partner. The General Partner shall not be liable to the Partnership or any of its Partners for any losses, claims, damages or liabilities to which the Partnership or the Limited Partners may become subject insofar as any such losses, claims, damages or liabilities arise out of or are based upon any act, error or omission or alleged act, error or omission or negligence or any other matter, except for any such losses, claims, damages or liabilities resulting from the willful misconduct or gross negligence of the General Partner. The General Partner shall be indemnified by the Partnership for any act performed by it within the scope of the authority conferred upon it by this Agreement; provided, however, that such indemnification shall be payable by the Partnership only if the General Partner (a) acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Partnership and the Partners, and (b) had no reasonable grounds to believe that its conduct was grossly negligent or unlawful. No indemnification may be made by the Partnership in respect of any claim, issue or matter as to which the General Partner shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of its duty to the Partnership unless, and only to the extent that, the court in which such action or suit was brought determines that in view of all the circumstances of the case, despite the adjudication of liability for gross

negligence or willful misconduct, the General Partner is fairly and reasonably entitled to indemnification for those expenses which the court deems proper. Any indemnity under this Section 6.7 shall be paid from, and only to the extent of, Partnership assets, and no Limited Partner shall have any personal liability on account thereof.

6.8 Dealings with General Partner and Affiliates. The Partnership is authorized to enter into business agreements, contracts and other transactions with the General Partner or any Affiliate of the General Partner and is authorized to pay fees, commissions or other consideration to the General Partner or any Affiliate of the General Partner. Any such other transaction between the Partnership and the General Partner or Affiliates of the General Partner shall be on terms not less favorable to the Partnership than those available from nonaffiliated parties.

6.9 Loans to Fund Operating Deficits. In the event that for any Fiscal Year (or part thereof) during the term of the Partnership, operations of the Partnership produce a deficit in Cash Flow, the General Partner shall have the option, but not the obligation, to cause to be advanced, as a loan, to the Partnership, the amount of said deficit (the amount of such advance referred to herein as the "Operating Deficit Loans"). The amount of the Operating Deficit Loans shall bear interest at the rate which is the lesser of the maximum rate of interest allowed by applicable law or the same rate charged the General Partner by the financial institution or other entity from which such funds are obtained (or, in the event the General Partner does not borrow such funds, an amount equal to thirteen percent (13%) per annum). The principal and interest of the Operating Deficit Loans shall be repaid only as set forth in Section 8.

SECTION 7

Net Income; Net Losses and Credits from Operations; Net Gains and Net Losses from Dissolution and Winding Up

7.1 Operations.

(a) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net income of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and the General Partner in proportion to their ownership of Partnership Interests.

(b) (i) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net losses of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(ii) The net losses allocated pursuant to Subsection 7.1 (b)(i) hereof shall not exceed the maximum amount of net losses that can be so allocated without causing any

Limited Partner who is not a General Partner to have a Capital Account deficit at the end of any fiscal year. In the event some but not all of the Limited Partners (excluding the General Partner) would have Capital Account deficits as a consequence of an allocation of net losses pursuant to Subsection 7.1 (b)(i), the limitation set forth in this Subsection 7.1 (b)(ii) shall be applied on a Limited Partner by Limited Partner basis so as to allocate the maximum permissible net loss to each Limited Partner who is not a General Partner under Section 1.704-1 (b)(2)(ii)(d) of the Regulations. All losses in excess of the limitation set forth in this Subsection 7.1 (b)(ii) shall be allocated to the General Partner.

(c) In the event the Capital Accounts of the Limited Partners are reduced to zero, then, notwithstanding anything to the contrary in Subsection 7.1(b), an amount of net losses of the Partnership from operations as determined for Federal income tax purposes equal to (i) the Operating Deficit Loans made to the Partnership by the General Partner in that Fiscal Year, and/or (ii) optional loans made to the Partnership by any Partner(s) pursuant to Section 10 hereof in that Fiscal Year shall be allocated first to the General Partner and such Partner(s), in proportion to the principal amount of such loans; but all other Partnership net losses from operations as determined for Federal income tax purposes for that Fiscal Year shall be allocated in accordance with Subsection 7.1(b).

(d) All tax credits of the Partnership which give rise to valid allocations of Partnership loss or deduction will be allocated to the Partners in the same proportion as the loss and deduction giving rise to the credits are allocated to the Partners. Notwithstanding the foregoing, allocations of investment tax credits, if any, will be made in a manner consistent with governing Treasury Regulations.

7.2 Dissolution and Winding Up. All net gains and net losses of the Partnership, as determined for Federal income tax purposes, in connection with a sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, shall be allocated in the following order of priority:

(a) Allocation of Gains. Any net gains shall be allocated as follows:

(i) First, net gains shall be allocated to each Partner with a deficit Capital Account, in the same ratio as the deficit in such Partner's Capital Account bears to the aggregate of all such deficits, until all such deficits are reduced to zero;

(ii) Next, to each Limited Partner, to the extent his Capital Account, after the allocation described in Subsection 7.2(a) (1) above, is less than his Capital Investment (the "Capital Investment Deficit"), in the same proportions as the Capital Investment Deficit in each Limited Partner's Capital Account bears to the aggregate Capital Investment Deficits of all such Limited Partners, until the Capital Investment Deficits of all Limited Partners are reduced to zero;

(iii) Next, to the General Partner, to the extent of its Capital Investment Deficit; and

(iv) The balance, if any, to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(b) Allocation of Losses. Any net losses shall be allocated as follows:

(i) To the extent that the balance in the Capital Account of the Partners exceeds the amount of their Capital Investment (the "Excess Balances") in proportion to such Excess Balances until such Excess Balances are reduced to zero;

(ii) Next, to the Partners pro rata in accordance with the positive balances in their Capital Accounts until the balances in their Capital Accounts shall be reduced to zero; and

(iii) The balance of such net losses, if any, to the General Partner.

7.3 Qualified Income Offset. In the event any Limited Partner (excluding the General Partner) unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1 (b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5), or 1.704-1 (b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Capital Account deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Subsection 7.3 shall be made if and only to the extent that such Limited Partner would have a Capital Account deficit after all other allocations provided for in this Section 7 have been tentatively made without regard to this Subsection 7.3.

7.4 Minimum Gain.

(a) Notwithstanding any other provision of this Section 7, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each General Partner and Limited Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2) that is allocable to the disposition of Partnership Property subject to Nonrecourse Liabilities, determined in accordance with Treasury Regulations Section 1.704-2(d) or (ii) if such person would otherwise have a Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1 .704-2(b)(2) of the Treasury Regulations. This Section 7.4(a) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. To the extent permitted by such section of the Treasury Regulations and for purposes of this Section 7.4(a) only, each Partner's Capital Account deficit shall be determined prior to any other allocations pursuant to this Section 7 with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

(b) Partner Minimum Gain Chargeback. Notwithstanding any other provisions of this Section 7 except Section 7.4(a), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each person who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1 .704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section l.704-2(i)(5), that is allocable to the disposition of Partnership Property subject to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(2), or (ii) if such person would otherwise have Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 7.4(b) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 7.4(b), each Partner's Capital Account deficit shall be determined prior to any allocations pursuant to this Section 7 with respect to such fiscal year, other than allocations pursuant to Section 7.4(a) hereof.

7.5 Allocation of Certain Nondeductible Expenses. Syndication expenses and costs and any other items which are paid by the Partnership and which are nondeductible and nonamortizable for Federal income tax purposes, shall be allocated in the manner provided in Subsection 7.1.

7.6 Minimum Allocation to General Partner. Notwithstanding any other provision of this Agreement, not less than one percent (1%) of the net income, net losses and credits from operations, and net gains and net losses from the dissolution and winding up of the Partnership shall, in all events, be allocated to the General Partner for each Fiscal Year, or part thereof, of the Partnership pursuant to this Section 7.

7.7 Recharacterization of Fees and Guaranteed Payments. Notwithstanding anything to the contrary in Subsections 7.1 and 7.2, in the event any fees, interest or other amounts paid or payable to the General Partner or its Affiliates are deducted by the Partnership for United States Federal income tax purposes in reliance on Code Sections 707(a) or 707(c) (or would so be if such payee were a Partner) and such fees, interest or other amounts are disallowed as deductions to the Partnership and are recharacterized as Partnership distributions, then there shall be allocated to the General Partner, prior to the allocations otherwise provided in this Section 7, an amount of net profit from operations (and to the extent such profits from operations are not sufficient, net gains described in Subsection 7.2 hereof) for the Fiscal Year in which such fees, interest or other amounts are treated as Partnership distributions in an amount equal to such fees, interest or other amounts treated as distributions.

7.8 Gross Income Allocation. In the event any Limited Partner (excluding the General Partner) has a deficit Capital Account at the end of any Partnership fiscal year that is in

excess of the sum of (i) the amount such Limited Partner is obligated to restore and (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection 7.8 shall be made if and only to the extent that such Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Subsection 7 have been tentatively made without regard to Subsection 7.3 and this Subsection 7.8.

7.9 Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Limited Partners in proportion to their Votes.

7.10 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

7.11 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

7.12 Curative Allocations.

(a) The "Regulatory Allocations" consist of the "Basic Regulatory Allocations," as defined in Subsection 7.12(b) hereof; the "Nonrecourse Regulatory Allocations," as defined in Subsection 7.12(c) hereof; and the "Partner Nonrecourse Regulatory Allocations," as defined in Subsection 7.12(d).

(b) The "Basic Regulatory Al locations" consist of (1) allocations pursuant to the last sentence of Subsection 7.1(b) (ii) hereof, and (ii) allocations pursuant to Subsections 7.3, 7.8 and 7.11 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Subsection 7.12(b) shall only be made with respect to allocations pursuant to Subsection 7.11 hereof to the extent the General Partner reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

(c) The "Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(a) and 7.9 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount or such allocations of other items and the Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (1) no allocations pursuant to this Subsection 7.12(c) shall be made prior to the Partnership fiscal year during which there is a net decrease in Partnership Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partnership Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(c) shall be deferred with respect to allocations pursuant to Subsection 7.9 hereof to the extent the General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(a) hereof

(d) The "Partner Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(b) and 7.10 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Partner Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Partner Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Partner Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Subsection 7.12(d) shall be made with respect to allocations pursuant to Subsection 7.10 relating to a particular Partner Nonrecourse Debt prior to the Partnership fiscal year during which there is a net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partner Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(d) shall be deferred to with respect to allocations pursuant to Subsection 7.10 hereof relating to a particular Partner Nonrecourse Debt to the extent this General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(b) hereof.

(e) The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (i) apply the provisions of Subsections 7.12(b), 7.12(c) and 7.12(d) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Subsections 7.12(b), 7.12(c) and 7.12(d) hereof among the General Partner and the Limited Partners in a manner that is likely to minimize such economic distortions.

7.13 Other Allocation Rules.

(a) The Partners are aware of the income tax consequences of the allocations made by this Section 7 and hereby agree to be bound by the provisions of this Section 7 in reporting their shares of Partnership income and loss for income tax purposes.

(b) To the extent permitted by Sections 1.704-2(h) and 1.704-(i)(6) of the Treasury Regulations, the General Partner shall endeavor to treat distributions of Cash Flow from operations or proceeds available upon dissolution as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase a Capital Account deficit for any Limited Partner (excluding the General Partner).

SECTION 8

Distributions

8.1 Cash Flow from Operations and Proceeds from Capital Events. After providing for the satisfaction of the current debts and obligations of the Partnership, the General Partner shall, to make distributions of Cash Flow from operations and Proceeds from Capital Events to the Partners, to the extent available, within a reasonable period of time after the end of each Fiscal Year of the Partnership, in the following order of priority:

(a) First, the unpaid principal of, and accrued interest on, Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans;

(b) Next, the unpaid principal of, and accrued interest on, loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans; and

(c) Thereafter, the General Partner shall be permitted, but not required, to make distributions to the Partners on a pro rata basis in accordance with the number of Partnership Interests held by each of them respectively.

8.2 Proceeds Available Upon Dissolution. Upon the sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, the assets of the Partnership, after making payment of or provision for payment of all liabilities and obligations of the Partnership (other than in regard to any loans made pursuant to Subsection 6.9 and Section 10) and after making distributions of Cash Flow from operations in the year of dissolution in accordance with Subsection 8.1, shall be distributed, as expeditiously as possible, in the following order of priority:

(a) First, to fund such reserves as the liquidator of the Partnership, as provided in Subsection 12.5, may reasonably deem necessary for any contingent liabilities or obligations of the Partnership, provided that any such reserves shall be paid by such person to an independent escrow agent, to be held by such agent or his successor for such period as such person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided;

(b) Next, the unpaid principal of and accrued interest on Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payment to be applied toward payment of accrued interest on such loans and next as a payment of the principal on such loans;

(c) Next, the unpaid principal of and interest on loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments being applied first toward payment of accrued interest on such loans and next toward payment of principal on such loans; and

(d) Next, an amount up to the aggregate positive balances of the Capital Accounts of all Partners (as adjusted to reflect the allocation of net gains or net losses under Subsection 7.2) shall be distributed to the Partners in the proportion that each Partner's positive Capital Account balance bears to the aggregate of such positive balances.

8.3 Distributions in Kind. If any assets of the Partnership shall be distributed in kind, such assets shall be distributed to the Partners entitled thereto as tenants-in-common in the same proportions as such Partners would have been entitled to cash distributions if (i) such assets had been sold for cash by the Partnership for an amount equal to the fair market value of such assets (taking Code Section 770 1(g) into account), (ii) any taxable gain or loss that would be realized by the Partnership from such sale were allocated among the Partners in accordance with Subsection 7.2, and (iii) the cash proceeds were distributed to the Partners in accordance with Subsection 8.2. The Capital Accounts of the Partners shall be increased by the amount of any gain or decreased by the amount of any loss that would be allocable to them and shall be reduced by the fair market value of the assets distributed to them under the preceding sentence.

8.4 Rights of Partners to Property. Except as otherwise provided in this Agreement, no Partner shall be entitled to demand and receive property other than cash in return for his capital contributions to the Partnership and then only as specifically stated in this Agreement.

8.5 Priorities of Limited Partners. No Limited Partner shall have any priority over any other Limited Partner as to the return of his contributions to the capital of the Partnership or as to compensation by way of income.

SECTION 9

Certain Matters Relating to Management of the Partnership and Partnership Property

9.1 General Partner's Fees. The General Partner shall act in such capacity and oversee the management of the Partnership in accordance with sound management practices. Except as otherwise provided herein, the General Partner shall not receive any compensation for managing and supervising the business affairs of the Partnership.

9.2 Partnership Expenses. Except as otherwise provided herein or in agreements made by the Partnership with third persons, the Partnership shall be responsible for paying all direct costs and expenses of owning and Operating the Hospitals and the business of the Partnership, including, without limitation, debt service, the cost of utilities, supplies, insurance premiums, taxes, advertising expenses, bookkeeping and accounting directly related to the Hospitals, legal expenses, office supplies and all other fees, costs and expenses directly attributable to the ownership, operation, maintenance and repair of the Hospitals and the business of the Partnership. In the event any such costs and expenses are or have been paid by the Partnership, then the General Partner shall be entitled to be reimbursed for the payment of same made by the General Partner on behalf of the Partnership so long as the payment is reasonably necessary for Partnership business and is reasonable in amount.

9.3 Reimbursement of Organizational Expenditures. Notwithstanding any other provision of this Agreement to the contrary, the General Partner and its Affiliates shall be entitled to receive reimbursement of the reasonable organizational expenditures of the Partnership.

SECTION 10

Optional Loans to the Partnership

From time to time any Partner may, with the consent of the General Partner, make optional loans to the Partnership or advance money on its behalf. Such loans or advances shall bear interest at a floating per annum rate equal to the lesser of (a) 13% or (b) the maximum rate, if any, allowed by applicable law. The amount of any such loan or advance, and interest thereon, shall be deemed an obligation of the Partnership to the lending Partner, payable as provided herein. The Operating Deficit Loans provided for by Subsection 6.9 shall not be treated as loans for purposes of this Section 10.

SECTION 11

Transfers of Interest of Partners

11 .1 General. Except as provided in this Section 11, the General Partner shall not Transfer any part of its interest in the Partnership, and no Limited Partner shall Transfer any part or all of his Partnership Interest(s), unless otherwise specifically permitted under other provisions of this Agreement, and then only if (i) a counterpart of the instrument of Transfer, executed and acknowledged by the parties thereto, is delivered to the Partnership and (ii) the transferee is either a citizen or resident of the United States. In addition, no Limited Partner shall be entitled to withdraw from the Partnership except as otherwise provided herein. A permitted Transfer shall be effective as of the date specified in the instrument relating thereto.

11.2 Transfers by Limited Partners. The prohibition on Transfers set forth in Subsection 11.1 above shall not be applicable to the following:

(a) The Transfer by a Limited Partner of all or a part of his Partnership Interest(s) to any person with the written consent of the General Partner, which consent may be given or withheld in the General Partner's sole and absolute discretion;

(b) The Transfer by the General Partner of its limited partnership interest, if any, at any time and from time to time, to such person or persons, in such amounts, as the General Partner may, in its sole discretion, determine;

11.3 Mandatory Transfer by Limited Partners.

(a) The Partnership will have the right to redeem the Partnership Interest(s) held by any Limited Partner if, in the sole discretion of the General Partner, there is enacted, or there is a material change in, any statutes or regulations, or the application or interpretation thereof, which may materially adversely impact any Limited Partner, the General Partner, or the organization or operation of the Partnership (any such event hereinafter referred to as a "Redemption Event"). Upon the occurrence of a Redemption Event, the General Partner may cause the redemption of the Partnership Interest(s) of a Limited Partner upon payment of the Purchase Price (as defined below). Any Partnership Interest redeemed by the Partnership under this Section 11.3(a) may be resold by the Partnership through any lawful means and the purchaser thereof admitted to the Partnership as a Limited Partner.

(b) Upon the occurrence of a Redemption Event, the Partnership must notify the Limited Partners in writing of its decision to acquire the Limited Partners' Partnership Interests. Such notice shall state: the intention of the Partnership to redeem the subject Limited Partners' Partnership Interest(s); that the Redemption is pursuant to this subsection; the date on which the closing of the Redemption shall take place (the "Closing Date"); the Purchase Price to be paid for the Partnership Interest(s); and the manner in which the Purchase Price will be paid (as provided below) and any documents which must be executed, delivered, or any other action

which the General Partner or the Partnership will require of the Limited Partner in connection with the Redemption.

(c) For purposes of this Subsection, the term "Purchase Price" refers to an amount equal to the positive value of the capital account of the Limited Partner whose Partnership Interest is to be redeemed determined as of the first day of the second month preceding the Closing Date.

(d) On the Closing Date, the Partnership shall deliver the full amount of the Purchase Price to the subject Limited Partner in cash or other immediately available funds, and the subject Limited Partner shall deliver to the Partnership such executed documents of sale, transfer, redemption, withdrawal and assignment as may be deemed reasonably necessary or desirable by the General Partner to reflect the intentions of this subsection.

11.4 Transfers by General Partner. The General Partner may transfer or assign its general partnership interest in the Partnership with the affirmative Votes of a Majority in Interest. Subject to Subsection 6.3(b)(i) hereof, no assignment by the General Partner of its interest as a General Partner shall relieve such Partner of any liability hereunder. The General Partner may not withdraw as the General Partner of the Partnership unless said withdrawal occurs as a result of a permitted Transfer of the General Partner's interest in the Partnership in accordance with the terms of this Agreement.

11.5 Rights of Transferees. No transferee of the Partnership Interest(s) of any Limited Partner shall have the right to become a Substituted Limited Partner, unless:

(a) his transferor has expressed such intention in the instrument of assignment;

(b) the transferee has executed an instrument reasonably satisfactory to the General Partner accepting, adopting and agreeing to be bound as a Limited Partner to all the terms and provisions of this Agreement;

(c) the transferor or transferee has paid all reasonable expenses of the Partnership in connection with the admission of the transferee as a Substituted Limited Partner; and

(d) the General Partner (in his sole, absolute and unfettered discretion) consents to such person becoming a Substituted Limited Partner.

11.6 Section 754 Election. In the event of a Transfer of all or part of the Partnership Interest(s) or interest(s) of a Partner in the Partnership, and at the request of the transferee, the Partnership may elect (in the General Partner's sole and absolute discretion) pursuant to Section 754 of the Code, or the corresponding provision of subsequent law, to adjust the basis of the Partnership's assets as provided by Sections 734 and 743 of the Code.

11.7 Profit/Loss Allocations Upon Transfer. Unless otherwise agreed between the transferor and the transferee and permitted under applicable law, upon the Transfer of all or any part of the Partnership Interest(s) or interest(s) of a Partner as hereinabove provided, the net profits, net losses, net gains and credits attributable to the Partnership Interest(s) or interest(s) so transferred shall be allocated between the transferor and the transferee as of the date set forth in the instrument of transfer, and such allocation shall be based upon the number of days during the applicable Fiscal Year of the Partnership that the Partnership Interest(s) or interest(s) so transferred was held by each of them, without regard to the results of Partnership activities during the period in which each was the holder. Distributions shall be made to the holder of record of the Partnership Interest(s) or interest(s) on the date of distribution.

11.8 Continuing Obligations. Except as otherwise provided to the contrary herein, nothing in this Section 11 shall be construed to relieve any Partner, or his successors, assigns, heirs or legal representatives, from the satisfaction of such Partner's obligations herein, including without limitation, those Limited Partner obligations under Section 5 hereof, and all such obligations shall survive any occurrence which results in such Partner ceasing to be a Partner.

SECTION 12

Dissolution and Winding Up

12.1 Events of Dissolution. The Partnership shall be dissolved and its business wound up upon the earliest to occur of:

(a) the General Partner, with the prior affirmative Votes of a Majority in Interest, determines that the Partnership should be dissolved;

(b) the Partnership becoming insolvent or bankrupt;

(c) the bankruptcy, dissolution or retirement of the last remaining General Partner; or

(d) the sale or other disposition of all or substantially all of the Partnership's assets.

For purposes of this Agreement, a "bankruptcy" of a person or entity shall be deemed to occur when such person or entity files a petition in bankruptcy, or voluntarily takes advantage of any bankruptcy or insolvency law, or is adjudicated a bankrupt, or if a petition or answer is filed proposing the adjudication of such person or entity as a bankrupt and such person or entity either consents to the filing thereof or such petition or answer is not discharged or denied prior to the expiration of sixty (60) days from the date of such filing. The insolvency of a person or entity shall be deemed to occur when the assets of such person or entity are insufficient to pay his or its liabilities as the same become due and payable and he or it shall so admit in writing.

12.2 Continuation of Partnership. Except as provided in Section 11, the General Partner agrees to serve as the general partner of the Partnership until the Partnership is dissolved and wound up. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to any, other than the last remaining, General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement by the remaining General Partner, if any. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to the last remaining General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement if, within ninety (90) days after such event, Limited Partners with not less than two-thirds (2/3rds) of the Votes of all Limited Partners shall elect in writing that the business of the Partnership should be continued and shall designate one or more persons to be substituted as general partner(s). In the event that the Limited Partners elect so to continue the Partnership with a new general partner(s), such new general partner(s) shall succeed to all of the powers, privileges and obligations (but not the rights to allocations and distributions) of the last remaining General Partner, and the interest in the Partnership of any person or entity no longer serving as a general partner shall become a limited partner's interest hereunder in the manner provided in Section 11 (except that for purposes of determining its rights to allocations and distributions under Sections 7 and 8, such interest shall continue to be treated as an interest of a general partner and such interest shall not be diluted or affected in any way, other than proportionately, by the admission of substituted general partner(s)).

12.3 Obligations Survive Dissolution. The dissolution of the Partnership shall not release or relieve any of the parties hereto of their contractual obligations under this Agreement.

12.4 Distributions Upon Dissolution. Upon any dissolution requiring the winding up of the business of the Partnership, all or part of the assets, as determined by the General Partner or such other person as is winding up the business of the Partnership, shall be sold and the proceeds thereof distributed and/or the remaining assets distributed as provided in Subsection 8.2 hereof.

SECTION 13

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SECTION 14

Accounting

14.1 Fiscal Year. The fiscal year of the Partnership ("Fiscal Year") shall be the calendar year.

14.2 Books, Records and Accounting Method. The General Partner shall keep, or cause to be kept, full and accurate records of all transactions of the Partnership in accordance with the principles and practices generally accepted for the accrual method of accounting;

provided, however, if allowed by law, the Partnership may adopt the cash method of accounting at any time upon the determination to do so by the General Partner.

14.3 Location of Books and Records. All of the books and records of the Partnership shall be kept and maintained at the Property. Such books and records shall be available during reasonable business hours for the reasonable inspection and examination by the Limited Partners and their authorized representatives, which parties shall have the right, at their sole cost and expense, to make copies thereof.

14.4 Federal Tax Returns. The General Partner shall prepare, or cause to be prepared, at the expense of the Partnership, a Federal information tax return, in compliance with the Code, and any required state and local tax returns for the Partnership for each tax year of the Partnership, and, in connection therewith, shall make any available or necessary elections which he determines to be in the best interests of the Partnership.

14.5 Tax Matters Partner. The General Partner is hereby designated as the Tax Matters Partner within the meaning of Section 6231 (a)(7) of the Code, for all purposes of the Code, and shall be responsible for performing the duties of the Tax Matters Partner on behalf of the Partnership and the Partners. By execution of this Agreement, each of the Limited Partners specifically consents to such designation. Additionally, each Limited Partner specifically agrees that the General Partner shall have the exclusive and continuing right to appoint a different Tax Matters Partner.

SECTION 15

Reports and Statements

15.1 Tax Return Information. By the 31st day of March of each Fiscal Year of the Partnership, the General Partner, at the expense of the Partnership, shall cause to be delivered to the Limited Partners such information as shall be necessary (including a statement for that year of each Limited Partner's share of net income, net gains, net losses and other items of the Partnership for the preceding Fiscal Year) for the preparation by the Limited Partners of their Federal, state and local income and other tax returns.

15.2 Financial Statements. By the 31st day of May of each Fiscal Year of the Partnership, the General Partner shall cause to be delivered to each of the Limited Partners financial statements of the Partnership for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles (or applicable accounting principles if such statements are kept on a cash basis of accounting) and at the expense of the Partnership, which financial statements shall set forth, as of the end of and for such Fiscal Year, the following: (a) a profit and loss statement and a balance sheet of the Partnership; (b) the balance in the Capital Account of each Partner; and (c) such other information as, in the judgment of the General Partner, shall be reasonably necessary for the Partners to be advised of the financial status and results of operations of the Partnership.

15.3 Certificate of Limited Partnership/Amendments. There shall be no obligation on the part of the General Partner to send copies of the Certificate of Limited Partnership nor amendments thereto to the Limited Partners; provided, however, a Limited Partner may request in writing to be sent a copy of the Certificate of Limited Partnership and any amendment thereto, in which event the General Partner shall send such document(s) to the requesting Limited Partner within a reasonable period of time after such request.

SECTION 16

Bank Accounts

The General Partner shall open and maintain (in the name of the Partnership) a bank account or accounts in a bank, savings and loan association or other financial institution, the deposits of which are insured by an agency of the United States government or another insurer as the General Partner approves, in which shall be deposited all funds of the Partnership. Withdrawals from such account or accounts shall be made upon the signature or signatures of such person or persons as the General Partner shall designate. There shall be no commingling of the assets of the Partnership with the assets of any other entity or person; provided, however, that the operating revenues of the Partnership may be deposited in a central account in the name of any entity affiliated with the General Partner so long as separate entries are made on the books and records of the Partnership and on the books and records of such other entity reflecting that deposits in the bank account of such entity with respect to amounts received from the Partnership have been deposited therein for the account of the Partnership and that withdrawals from such bank account have been made for the purpose of disbursing funds to the Partnership or for the purpose of paying obligations of the Partnership.

SECTION 17

Power of Attorney

17.1 General. Each Limited Partner irrevocably constitutes and appoints the General Partner, with full power of substitution and resubstitution, as his true and lawful attorney-in-fact with full power and authority to act in his name, place and stead for his use or benefit, to execute, sign, acknowledge, swear to, deliver, file and record in the appropriate public offices as necessary the following documents:

(a) this Agreement and all amendments to, and restatements of, this Agreement;

(b) all instruments, including, without limitation, certificates of limited partnership, required in order to qualify the Partnership or cause the Partnership to exist as a limited partnership under the laws of the State;

(c) all instruments which may be required to effect the continuation of the Partnership, the admission or substitution of a limited partner, the admission of a general partner,

or the dissolution and termination of the Partnership, provided such continuation, admission, substitution or dissolution and termination are in accordance with the terms of this Agreement;

(d) all consents to transfers or assignments of interests in the Partnership or to the withdrawal, redemption or reduction of any Partner's Partnership Interests in accordance with this Agreement; and

(e) all other instruments which the Partnership is required to file with any agency of the Federal government, or of any state or local government, or the filing of which the General Partner deems necessary or desirable to the conduct of the business of the Partnership.

17.2 A Special Power; Manner of Exercise; Survival. The power of attorney hereby granted by each Limited Partner to the General Partner:

(a) is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, incapacity, insolvency, dissolution or termination of the Limited Partner;

(b) may be exercised by the General Partner either by signing separately as attorney-in-fact for each Limited Partner, or, after listing all of the Limited Partners executing any instrument, by a single signature of the General Partner acting as attorney-in-fact for all of them; and

(c) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his Partnership Interest(s) (except that, where the assignee thereof has been approved by the General Partner for admission to the Partnership as a Substituted Limited Partner, this power of attorney given by the assignor shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, swear to and file any instrument necessary to effect such substitution).

17.3 Limitations. No document or amendment executed by the General Partner pursuant to this Section 17 shall, in the absence of the prior consent of all of the Limited Partners, (i) reduce the obligation of the General Partner; (ii) affect the rights or restrictions regarding the assignability of the Partnership Interest(s) or interests; (iii) modify the length of the term of the Partnership; (iv) amend this Section 17; or (v) reduce the rights or interests or enlarge the obligations of the Limited Partners. The General Partner shall promptly notify the Limited Partners of any documents or amendments executed pursuant to this Section 17.

SECTION 18

Notices

Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing, signed by or on behalf of the person giving the notice, and shall be deemed to have been given on the earlier to occur of (i) actual delivery

(which includes, without limitation, facsimile delivery, provided such facsimile delivery is promptly followed by written notice of receipt) or (ii) when mailed by certified mail, postage prepaid, return receipt requested, addressed to the person or persons to whom such notice is to be given as follows (or at such other address as shall be stated in a notice similarly given):

(a) if to the Partnership or the General Partner, such notice shall be addressed to the Partnership or the General Partner in care of Universal Health Services, Inc., Universal Corporate Property, 367 South Gulph Road, King of Prussia, PA 19406, Attention: Senior Vice President - Acute Care Operations. A copy of such notice shall be given to Universal Health Services, Inc., Universal Corporate Center, 367 South Gulph Road, King of Prussia, PA 19406, Attention: General Counsel; and

(b) if to the Limited Partners, such notice shall be given to each of the Limited Partners at their respective addresses stated on Exhibit A attached hereto.

SECTION 19

Certain Defined Terms

19.1 General. As used in this Agreement, the following terms have the following respective meanings:

(a) "Act": The Revised Uniform Limited Partnership Act of the State.

(b) "Affiliate": Any subsidiary or commonly owned company related to the General Partner or any of such subsidiary's shareholders or members of the immediate family, if an individual; any person, firm or entity which, directly or indirectly, controls, is controlled by or is under common control with the General Partner, or any member of the General Partner's or any of its member's immediate families; or any person, firm or entity which is associated with the General Partner, or any member of the General Partner's or its members' immediate families in a joint venture, partnership or other form of business association. For purposes of this definition, the term "control" shall mean the ownership often percent (10%) or more of the beneficial interest in the firm or entity referred to, and the term "immediate family" shall mean the spouse, ancestors, lineal descendants, brothers and sisters of the person in question, including those adopted.

(c) "Aggregate Capital Contributions": All contributions made to the capital of the Partnership by the Partners pursuant to Section 5 hereof.

(d) "Capital Account": The account established for each Partner, as defined and adjusted in accordance with Subsection 5.2 hereof.

(e) "Capital Contributions": The amount of money or other properties that the Partners have contributed, have agreed to contribute, or are obligated under the provisions of this Agreement to contribute to the capital of the Partnership from time to time.

(f) "Capital Investment": With respect to each Partner, at any given time, an amount equal to the excess, if any, of (i) the cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the Partner (or, with respect to an additional or Substituted Limited Partner, the amount of cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the transferor Partner as well as the additional or Substituted Limited Partner) to the Partnership pursuant to Subsection 5.1, over (ii) all amounts distributed or distributable to the Partner (or, with respect to an additional or Substituted Limited Partner, the amounts distributed or distributable to the transferor Partner as well as the additional or Substituted Limited Partner) pursuant to Subsection 8.2 (other than in repayment of loans), but in no event less than zero.

(g) "Cash Flow": The excess of cash revenue from Partnership operations over cash disbursements (which disbursements shall include, without limitation, all fees paid pursuant to the terms of the Property Management Agreement), without deduction for depreciation, cost recovery or amortization and reduced by a reasonable allowance for cash reserves for repairs, replacements, contingencies and anticipated obligations (including debt service, capital improvements and replacements), as determined by the General Partner, in its sole discretion. For this purpose, revenue from Partnership operations shall not include: deposits until the same are forfeited by the persons making such deposits, insurance loss proceeds (except for any proceeds of rent interruption insurance), any award or payment made by any governmental authority in connection with the exercise of any right of eminent domain, condemnation or similar right or power.

(h) "Code": The Internal Revenue Code of 1986, as amended to the effective date of this Agreement.

(i) "Fiscal Year": The calendar year.

(j) "General Partner": Texas Hospital Holdings, LLC, a limited liability company incorporated under the laws of the State, and its successors.

(1) "Limited Partners": Texas Hospital Holdings, Inc., and any substitute or additional partners. References to "Limited Partner" shall be to any one of the Limited Partners.

(m) "Majority in Interest": As to any matter upon which Limited Partners may vote hereunder, the affirmative vote of more than fifty percent (50%) of the total Votes.

(n) "Nonrecourse Deductions": The meaning set forth in Section 1 .704-2(b)(1) of the Treasury Regulations. The amount of Nonrecourse Deductions for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Treasury Regulations.

(o) "Nonrecourse Liability": The meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(p) "Partner Minimum Gain": An amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section I .704-2(i)(3) of the Treasury Regulations.

(q) "Partner Nonrecourse Debt": The meaning set forth in Section 1 .704-2(i)(1) of the Treasury Regulations.

(r) "Partner Nonrecourse Deductions": The meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Treasury Regulations.

(s) "Partners": Collectively, the General Partner and the then existing Limited Partners of the Partnership.

(t) "Partnership": Hickory Trail Hospital, L.P., a limited partnership formed under the laws of the State.

(v) "Partnership Interest": The total interest (represented as a percentage) in the capital and profits of the Partnership acquired by a Partner. The initial Partnership Interest percentages are set forth in Section 5.1. Partnership Interests will change if additional or substituted partners are admitted as partners to the partnership. A Partner may own more than one Partnership Interest, or a half Partnership Interest of the Partnership.

(w) "Partnership Minimum Gain": The meaning set forth in Treasury Regulations Section 1.704-2(d).

(x) "Prime Rate": A floating rate equal to the prime rate announced by the Morgan Guaranty Trust Company of New York at its principal office in New York, New York, as in effect from time to time, or by its successor.

(y) "Proceeds from Capital Events": Items excluded from the definition of Cash Flow and the net proceeds of any refinancing of Partnership property or from the sale of a capital item of the Partnership which is sold other than pursuant to the dissolution and liquidation of the Partnership.

(z) "Substituted Limited Partner": A Limited Partner, not listed on Exhibit A, who is subsequently admitted to the Partnership pursuant to the provisions of Section 11 A Substituted Limited Partner shall possess all of the rights and obligations granted to and imposed upon Limited Partners pursuant to this Agreement.

(aa) "Tax Matters Partner": The General Partner.

(ab) "Transfer": The mortgage, pledge, hypothecation, transfer, sale, exchange, assignment or other disposition of any part or all of any Partnership Interest(s) or any interest in the Partnership, whether voluntarily, by operation of law, or otherwise.

(ac) "Treasury Regulations": The regulations adopted by the Secretary of Treasury.

(ad) "Vote": The vote associated with each outstanding Partnership Interest. Each Partnership Interest shall be entitled to one Vote for each 1% Partnership Interest in the Partnership, and fractional Partnership Interest, if any, shall be entitled to a fractional Vote equal to the fraction of a whole Partnership Interest that such fractional Partnership Interest represents.

SECTION 20

Binding Effect

Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

SECTION 21

Amendments

No amendment, modification or waiver of this Agreement, or any part hereof, shall be valid or effective unless (i) in writing; (ii) signed by the General Partner; (iii) approved by the affirmative Votes of a Majority in Interest; and (iv) with respect to any provision of this Agreement which provides for a concurrence of Votes by Partners greater than a Majority in Interest, the affirmative Votes of such greater number of Partners. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other condition or subsequent breach, whether of like or different nature. Notwithstanding the above, this Agreement shall be amended without the prior agreement of the Limited Partners whenever required by law or necessary to effect changes of a ministerial nature which do not adversely affect the rights or increase the obligations of the Limited Partners, including, without limitation, changes in Partners or their addresses, the admission of the Limited Partners and the addition of Substituted Limited Partners.

SECTION 22

Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 23

Counterparts

This Agreement may be executed in several counterparts, and all such counterparts, so executed, taken together shall constitute one agreement, binding on all the parties who execute this or any other counterpart hereof, notwithstanding that all the parties are not signatories to the original or the same counterpart.

SECTION 24

Miscellaneous

24.1 Copies of Documents. Upon the request of any Limited Partner, the General Partner shall deliver to such Limited Partner a conformed copy of this Agreement.

24.2 Severability. Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder hereof.

24.3 Captions. Section, subsection, paragraph and subparagraph captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or extend or describe the scope of this Agreement or the intent of any provision hereof.

24.4 Person and Gender. The masculine gender shall include the feminine and neuter genders, the singular shall include the plural and the word "person" shall include a corporation, trust, estate, partnership or other form of association or entity.

IN WITNESS WHEREOF, the parties hereto have subscribed and sworn to this Agreement of Limited Partnership as of the day and year first above written.

GENERAL PARTNER:
Texas Hospital Holdings, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

LIMITED PARTNER:
Texas Hospital Holdings, Inc.

By: _____
Name: Steve Filton
Title: Vice President

SCHEDULE A

CAPITAL CONTRIBUTION

	Consideration	Ownership
GENERAL PARTNER	$ 1.00	1 %
LIMITED PARTNER	$ 99.00	99 %

RECEIVED
STATE OF TENNESSEE
2005 SEP 29 PM 3:51
RILEY DARNELL
SECRETARY OF STATE

CERTIFICATE OF FORMATION
OF
HOLLY HILL HOSPITAL, LLC

Pursuant to the provisions of §48-203-102 of the Tennessee Limited Liability Company Act, the undersigned hereby submits the following statement.

1. The limited liability company will be formed at 11:59 p.m. on September 30, 2005.

Signature Date: September 28, 2005

HOLLY HILL HOSPITAL, LLC

John J. Faldetta, Jr., Authorized Person

1147471.4

HOLLY HILL HOSPITAL, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Holly Hill Hospital, LLC, a Tennessee limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Behavioral Healthcare LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Tennessee Limited Liability Company Law, Title 48 of the Tennessee Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Holly Hill Hospital, LLC," or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Tennessee Secretary of State on May 27, 1997.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Behavioral Healthcare LLC is the sole Member of the Company. The Member's membership interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;
10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;
11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;
12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and
13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Tennessee as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Tennessee without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

BEHAVIORAL HEALTHCARE, LLC

By: BHC Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

HOLLY HILL HOSPITAL, LLC

Behavioral Healthcare, LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:41 PM 08/29/2007
FILED 06:41 PM 08/29/2007
SRV 070971111 - 2201568 FILE

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF HORIZON HEALTH CORPORATION

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

Horizon Health Corporation, a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Horizon Health Corporation, and that this corporation was originally incorporated pursuant to the General Corporation Law on July 7, 1989 as Horizon Health Group, Inc.

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the sole stockholder therefor, which resolution setting forth the proposed amendment and restatement was adopted and ratified by the sole stockholder as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

ARTICLE I

The name of this corporation is Horizon Health Corporation (the "Corporation").

ARTICLE II

The address of the registered office of the Corporation in the State of Delaware is 160 Greentree Drive, Suite 101, in the City of Dover, County of Kent, Delaware 19904. The name of its registered agent at such address is National Registered Agents, Inc.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

ARTICLE IV

The Corporation shall have authority, acting by its Board of Directors, to issue one thousand (1,000) shares of common stock, all of such shares having a par value of $0.01 per share, and such shares being entitled to one (1) vote per share on any matter on which stockholders of the Corporation are entitled to vote.

ARTICLE V

The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors. The number of directors constituting the Board of Directors shall be one or more as established from time to time in the manner provided in the Bylaws of the Corporation. Each director shall hold office until such director's successor is elected and qualified or until such director's earlier resignation or removal.

ARTICLE VI

Meetings of the stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

ARTICLE VII

To the full extent permitted by Delaware law, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for an act or omission in such director's capacity as a director of the Corporation. Specifically, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the directors' duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) under section 174 of the General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. The foregoing elimination of liability to the Corporation or its stockholders for monetary damages is not exclusive of any other rights or limitations of liability or indemnity to which a director may be entitled under any other provision of the Certificate of Incorporation or Bylaws of the Corporation, contract or agreement, vote of stockholders and/or disinterested directors, or otherwise.

ARTICLE VIII

The Corporation shall indemnify any person who was, is or is threatened to be made a part to a proceeding (as hereinafter defined) by reason of the fact that he or she (i) is or was a director, or officer of the Corporation or (ii) while a director of officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust employee benefit plan, or other enterprise, to the fullest extent permitted under the General Corporation Law, as the same exists or may hereafter be amended. Such right

shall be a contract right and as such shall run to the benefit of any director who is elected and accepts the position of director of the Corporation or elects to continue to serve as a director of the Corporation while this Article VIII is in effect. Any repeal or amendment of this Article VIII shall be prospective only and shall not limit the rights of any such director or the obligations of the Corporation with respect to any claim arising from or related to the services of such director in any of the foregoing capacities prior to any such repeal or amendment to this Article VIII. Such right shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the General Corporation Law, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the General Corporation Law, but the burden of providing such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors or any committee thereof, independent legal counsel, or stockholders) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its board of directors or any committee thereof, independent legal counsel, or stockholders) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provision, such right shall inure to the benefit of his or her heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of stockholders or directors, agreement or otherwise.

The Corporation may additionally indemnify any employee or agent of the Corporation to the fullest extent permitted by law.

As used herein, the term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

ARTICLE IX

The Corporation is to have perpetual existence.

ARTICLE X

From time to time any of the provisions of the certificate of incorporation may be amended, altered, or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted int the manner and at the time prescribed by said laws and all rights at any time conferred up the stockholders of the

Corporation by this certificate of incorporation are granted subject to the provisions of this Article XI.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 28th day of August, 2007.

HORIZON HEALTH CORPORATION

By: _____
Christopher L. Howard
Vice President and Secretary

AMENDED AND RESTATED
B Y - L A W S
OF
HORIZON HEALTH CORPORATION

ARTICLE I

OFFICES

Section 1. The registered office shall be in the State of Delaware.

Section 2. The corporation may also have offices at such other places both within and without the State of Delaware. As the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place either within or without the State of Delaware as may be fixed from time to time by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of shareholders shall be held on the first day of May if not a legal holiday, and if a legal holiday, then on the next secular day following, at 11 a.m. or such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten or more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 5. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president or a majority of the board of directors, or at the request in writing of shareholders owning not less than twenty percent of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Except as otherwise provided by the statute or by the articles of incorporation, written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer of persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing directors.

Section 9. When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by law or the articles of incorporation.

Section 10. Unless otherwise provided in the articles of incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 11. Unless otherwise provided in the articles of incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

If the articles of incorporation provide that a consent may be signed by fewer than all of the shareholders having voting power on any question, then the consent need be signed only by shareholders holding that proportion of the total voting power on the question which is required by the articles of incorporation or by law, whichever requirement is higher. The consent, together with a certificate by the secretary of the corporation to the effect that the subscribers to the consent constitute all or the required proportion of the shareholders entitled to vote on the particular question, shall be filed with the records of proceedings of the shareholders. If the consent is signed by fewer than all of the shareholders having voting power on the question, prompt notice shall be given to all of the shareholders of the action taken pursuant to the consent.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Delaware nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

In addition, vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of Delaware, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any' personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise.

MEETINGS OF THE BOARD OF DIRECTORS

Section 6. Meetings of the board of directors, regular or special, may be held either within or without the State of Delaware.

Section 7. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 8. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 9. Except as otherwise provided by statute or the articles of incorporation, special meetings of the board of directors may be called by the president on four days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 10. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 11. A majority of the board of directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, then directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 13. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors may participate in a meeting of the board of directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

PROXY VOTE BY DIRECTORS

Section 14. Any director absent from a meeting may be represented by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of said absent director, filed with the secretary.

COMMITTEES OF DIRECTORS

Section 15. The board of directors, by resolution adopted by a majority of the board of directors, may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors, but the president may designate another director to serve on the committee pending action by the board.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

REMOVAL OF DIRECTORS

Section 16. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors, may be removed, with or without cause by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

ADVISORY COMMITTEES

The board of directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the Chairman of the Board or the directors of the corporation. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the board of directors.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it

appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Unless otherwise provided in the articles of incorporation or these by-laws, any two of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed with or without cause at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of and be subject to all the restrictions upon the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the state of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 7. The corporation, to the full extent permitted by the laws of the State of Delaware, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served with another corporation, partnership, joint venture or other enterprise at the request of the corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the corporation.

ARTICLE IX

AMENDMENTS

Section 1. These by-laws may be altered, amended, or repealed or new by-laws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:27 PM 12/26/2007
FILED 08:40 PM 12/26/2007
SRV 071363512 - 4061918 FILE

CERTIFICATE OF FORMATION
OF
HORIZON HEALTH HOSPITAL SERVICES, LLC

The undersigned authorized person, desiring to form a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act, does hereby certify as follows:

1. The name of the limited liability company is Horizon Health Hospital Services, LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware, 19901. The name of its registered agent at such address is the Corporation Trust Company

3. This Certificate of Formation shall be effective at 11:59 p.m. on December 31, 2007.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 21 day of December, 2007.

Christopher L. Howard

Exhibit 3.119

HORIZON HEALTH HOSPITAL SERVICES, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by Horizon Health Corporation, a Delaware corporation and the sole member (the "Managing Member") of HORIZON HEALTH HOSPITAL SERVICES, LLC, a Delaware limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Delaware (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") of the State and entering into an Operating Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Member" means the Managing Member and any Person who subsequently is admitted as a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on November 16, 2005. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "HORIZON HEALTH HOSPITAL SERVICES, LLC". The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be The Corporation Trust Company located at 1209 Orange Street, Wilmington, DE 19801.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Horizon Health Corporation
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Form 205
(Revised 01/06)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: $300

Certificate of Formation
Limited Liability Company

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
DEC 28 2007
Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Horizon Mental Health Management, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(Select and complete either A or B and complete C)

☑ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CT Corporation System

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name	*M.I.*	*Last Name*	*Suffix*

C. The business address of the registered agent and the registered office address is:

Street Address	*City*	*State*	*Zip Code*
350 North St. Paul Street	Dallas	TX	75201

Article 3 – Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☐ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☑ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Horizon Health Corporation
Organization Name

ADDRESS OF GOVERNING PERSON

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*
6640 Carothers Parkway, Suite 500	Franklin	TN	USA	37067

NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS OF GOVERNING PERSON

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS OF GOVERNING PERSON

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The converted or created entity is being created pursuant t the plan of conversion for Horizon Mental Health Management, Inc. a Texas corporation incorporated in Texas on January 29, 1993. The principal office for this Texascorporation is located at 6640 Carothers Parkway, Suite 500, Franklin TN 37067.
Horizon Mental Health Corporation is converting to a limited liability company.

Organizer

The name and address of the organizer:

Christopher L. Howard
Name

6640 Carothers Parkway, Suite 500	Franklin	TN	37067
Street or Mailing Address	*City*	*State*	*Zip Code*

Effectiveness of Filing (Select either A, B, or C.)

A. ☐ This document becomes effective when the document is filed by the secretary of state.

B. ☑ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: December 31, 2007 at 11:59 p.m.

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: December 21, 2007

Signature of organizer

Exhibit 3.121

HORIZON MENTAL HEALTH MANAGEMENT, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by Horizon Health Corporation, a Delaware corporation and the sole member (the "Managing Member") of HORIZON MENTAL HEALTH MANAGEMENT, LLC, a Texas limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Texas (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") of the State and entering into an Operating Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Member" means the Managing Member and any Person who subsequently is admitted as a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on January 29, 1993. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "HORIZON MENTAL HEALTH MANAGEMENT, LLC". The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be CT Corporation System located at 350 North St. Paul Street, Suite 2900, Dallas, TX, 75201.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Horizon Health Corporation
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Exhibit 3.122

ARTICLES OF INCORPORATION

OF

Amisub (Hill Crest), Inc.

The undersigned, acting as incorporator(s) of a corporation under the Alabama Business Corporation Act, adopt(s) the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is **Amisub (Hill Crest), Inc.**

SECOND: The period of its duration is **perpetual** (May be perpetual)

THIRD: The purpose or purposes for which the corporation is organized include:

The transaction of any or all lawful business for which corporations may be incorporated under the Alabama Business Corporation Act.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is **one thousand shares of common stock, and the par value of each such shares is One Dollar ($1.00) amounting in the aggregate to One Thousand Dollars ($1,000.00).**

FIFTH: Provisions for the regulation of the internal affairs of the corporation are:

No shareholder shall have the right to cumulative voting at election of directors.

SIXTH: The location and mailing address of the initial registered office of the corporation is 60 Commerce Street, Montgomery, Alabama 36103 and the name of its initial registered agent at such address is The Corporation Company.

SEVENTH: The number of directors constituting the initial board of directors of the corporation is **three (3)**, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Name	Address
M. Scott Athans	**4170 Ashford Dunwoody Road, Ste. 300, Atlanta, GA 30319**
K. Jeffrey Taylor	**414 N. Camden Drive, Beverly Hills, CA 90210**
John Wolfe	**414 N. Camden Drive, Beverly Hills, CA 90210**

EIGHTH: The name and address of each incorporator is:

Name	Address
D. A. Tiu	**800 South Figueroa St., Los Angeles, CA 90017**
D. A. Yarboi	**800 South Figueroa St., Los Angeles, CA 90017**
M. Goffredo	**800 South Figueroa St., Los Angeles, CA 90017**

Dated January 25 , 1984.

/s/ D. A. Tiu
D. A. Tiu

/s/ D. A. Yarboi
D. A. Yarboi

/s/ M. Goffredo
M. Goffredo Incorporators

This instrument was prepared by:
Thomas E. Donahue, General Counsel
414 N. Camden Dr.
Beverly Hills, CA 90210

CERTIFICATION OF AMENDMENT

OF
AMISUB (HILL CREST), INC.

STATE OF ALABAMA I

MONTGOMERY COUNTY I

I, the undersigned Walker Hobbie, Jr., Judge of Probate of Montgomery County, Alabama, hereby certify that the Amendment of AMISUB (HILL CREST), INC.

has been this day filed for record in the Probate Court of Montgomery County, Alabama; and that the Certificate of Amendment is in compliance with the provisions of Title 10-2A-114 of the Code of Alabama.

IN WITNESS WHEREOF, I, the said Walker Hobbie, Jr., as Judge of Probate of Montgomery County, Alabama, hereunto set my name and affix my seal of said probate on this the 22nd day of August, 1986.

/s/ Walker Hobbie, Jr.
JUDGE OF PROBATE
MONTGOMERY COUNTY, ALABAMA

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
AMISUB (HILL CREST), INC.

Pursuant to the provisions of Section 10-2A-113 of the Code of Alabama, the undersigned Corporation adopts the following Articles of Amendment to its Articles of Incorporation:

First: The name of the corporation is Amisub (Hill Crest), Inc.

Second: The following amendments of the Articles of Incorporation were adopted by the shareholder of the corporation on April 8, 1986, in the manner prescribed by the Alabama Corporation Act:

RESOLVED, that the amendment proposed by the Board of Directors of the Corporation is hereby ratified and approved and that Article First of the Articles of Incorporation of the Corporation shall be amended to read as follows:

"First: The name of the Corporation is HSA Hill Crest Corporation."

FURTHER RESOLVED, that the officers of the Corporation be and they hereby are authorized and directed to execute and file such documents as may be necessary to effect the foregoing resolutions.

Third: The number of shares of the Corporation outstanding at the time of such adoption was one thousand (1,000); and the number of shares entitled to vote thereon was one thousand (1,000). All shares entitled to vote were common shares.

Fourth: The number of shares voted for such amendment was one thousand (1,000); and the number of shares voted against such amendment was zero (-0-).

Dated April 8, 1986.

AMISUB (HILL CREST), INC.

ATTEST:

By: _____
Its Secretary

By: _____
Its President

ATTEST:

By: _____
Its Assistant Sec.

By: _____
Its Secretary

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county and state, do hereby certify on this 22 day of August, 1986, personally appeared before me Charles A. Speir and A. P. Bolton, III, who being by me first duly sworn, declare that they are the President and Secretary of Amisub (Hill Crest), Inc., that they signed the foregoing document as President and Secretary of the Corporation, and that the statements therein contained are true.

Given under my hand this 22 day of August, 1986.

_____
NOTARY PUBLIC
My Commission Expires: 10-26-87

AMENDED AND RESTATED
B Y - L A W S
OF
HSA HILL CREST CORPORATION

ARTICLE I

OFFICES

Section 1. The registered office shall be in the State of Alabama.

Section 2. The corporation may also have offices at such other places both within and without the State of Alabama. As the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place either within or without the State of Alabama as may be fixed from time to time by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of shareholders shall be held on the first day of May if not a legal holiday, and if a legal holiday, then on the next secular day following, at 11 a.m. or such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten or more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 5. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president or a majority of the board of directors, or at the request in writing of shareholders owning not less than twenty percent of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Except as otherwise provided by the statute or by the articles of incorporation, written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer of persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing directors.

Section 9. When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by law or the articles of incorporation.

Section 10. Unless otherwise provided in the articles of incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 11. Unless otherwise provided in the articles of incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

If the articles of incorporation provide that a consent may be signed by fewer than all of the shareholders having voting power on any question, then the consent need be signed only by shareholders holding that proportion of the total voting power on the question which is required by the articles of incorporation or by law, whichever requirement is higher. The consent, together with a certificate by the secretary of the corporation to the effect that the subscribers to the consent constitute all or the required proportion of the shareholders entitled to vote on the particular question, shall be filed with the records of proceedings of the shareholders. If the consent is signed by fewer than all of the shareholders having voting power on the question, prompt notice shall be given to all of the shareholders of the action taken pursuant to the consent.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Alabama nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

In addition, vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of Alabama, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any' personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise.

MEETINGS OF THE BOARD OF DIRECTORS

Section 6. Meetings of the board of directors, regular or special, may be held either within or without the State of Alabama.

Section 7. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 8. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 9. Except as otherwise provided by statute or the articles of incorporation, special meetings of the board of directors may be called by the president on four days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 10. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 11. A majority of the board of directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, then directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 13. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors may participate in a meeting of the board of directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

PROXY VOTE BY DIRECTORS

Section 14. Any director absent from a meeting may be represented by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of said absent director, filed with the secretary.

COMMITTEES OF DIRECTORS

Section 15. The board of directors, by resolution adopted by a majority of the board of directors, may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors, but the president may designate another director to serve on the committee pending action by the board.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

REMOVAL OF DIRECTORS

Section 16. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors, may be removed, with or without cause by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

ADVISORY COMMITTEES

The board of directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the Chairman of the Board or the directors of the corporation. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the board of directors.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it

appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Unless otherwise provided in the articles of incorporation or these by-laws, any two of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed with or without cause at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of and be subject to all the restrictions upon the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the state of Alabama.

ARTICLE VIII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Alabama." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 7. The corporation, to the full extent permitted by the laws of the State of Alabama, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served with another corporation, partnership, joint venture or other enterprise at the request of the corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the corporation.

ARTICLE IX

AMENDMENTS

Section 1. These by-laws may be altered, amended, or repealed or new by-laws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

Exhibit 3.124

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 05:00 PM 12/19/2001
010656510 – 3472426

CERTIFICATE OF FORMATION
OF
KEYS GROUP HOLDINGS LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

ARTICLE I
NAME

The name of the limited liability company (hereinafter called the "Company") is Keys Group Holdings LLC

ARTICLE II
INITIAL REGISTERED AGENT AND OFFICE

The street address and county of the Company's initial registered office shall be 9 East Loockerman Street, Dover, Kent County, Delaware 19901. The initial registered agent of the Company at that office shall be National Registered Agents, Inc.

ARTICLE III
MANAGEMENT OF THE COMPANY

The management of the Company is vested in one or more Managers of the Company, in accordance with the Operating Agreement of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Keys Group Holdings LLC on the 19th day of December, 2001.

/s/ Andrea C. Barach
Andrea C. Barach, Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 05:00 PM 12/28/2001
010675447 – 3472426

CERTIFICATE OF MERGER
OF
KEYS GROUP HOLDINGS LLC

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act (the "Act"), KEYS Group Holdings LLC, a Delaware limited liability company (the "LLC") hereby certifies as follows:

1. The parties to the merger are the LLC and KIDS Holdings, Inc., a corporation incorporated under the laws of the State of Tennessee ("KIDS").

2. An agreement of merger has been approved and executed by the LLC and KIDS.

3. The LLC shall be the surviving entity.

4. The effective date of this merger shall be January 3, 2002.

5. The agreement of merger is on file at the principal executive office of the LLC, which is 1114 17th Avenue South, Suite 204, Nashville, TN 37212. A copy of the agreement of merger will be furnished by the LLC on request and without cost, to any member of the LLC or shareholder of KIDS.

Dated this 28th day of December, 2001.

KEYS Group Holdings LLC

By: /s/ Michael G. Lindley
Michael G. Lindley, President

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:22 PM 11/17/2005
FILED 07:05 PM 11/17/2005
SRV 050940811 – 3472426 FILE

CERTIFICATE OF AMENDMENT

OF

Keys Group Holdings, LLC

1. The name of the limited liability company is Keys Group Holdings, LLC.

2. Article 2 of the Certificate of Formation of the limited liability company is hereby amended as follows:

   2. The name and address of the registered agent is THE CORPORATION TRUST COMPANY, 1209 Orange Street, Wilmington, DE 19801.

IN WITNESS WHEREOF, the undersigned has executed its Certificate of Amendment of Keys Group Holdings, LLC this 27th day of October, 2005.

/s/ Steve Filton
Steve Filton, Authorized Person

Exhibit 3.125

KEYS GROUP HOLDINGS, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of October 1, 2010 by UHS Children Services, Inc., a Delaware corporation and the sole member (the "Member") of KEYS Group Holdings, LLC a Delaware limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Delaware (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") and entered into a Limited Liability Company Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC is a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS")

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Managing Member" means UHS Children Services, Inc., the Managing Member and any Person who subsequently is admitted as the a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION, NAME, OFFICE, PURPOSE AND TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on December 19, 2001. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "KEYS Group Holdings, Inc." The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be The Corporation Trust Company located at 1209 Orange Street Wilmington, DE, 19801.

2.6. Principal Office. The principal office of the LLC shall be located at 367 S. Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. UHS Children Services, Inc., shall be the only Member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. As of the date hereof, the Member have made previous Capital Contributions to the LLC which are reflected in the Member Capital account.

3.2. Additional Capital Contributions. The Member may, but is not required to, make additional Capital Contributions to the LLC from time to time. Capital Contributions shall be amended automatically from time to time to reflect the total amount of Capital Contributions to the LLC made by the Member. The Member shall have no personal liability for any obligations of the LLC.

3.3. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as Member as of the effective date of the transfer.

6.2. Admission of New Member. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Member, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Member, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: UHS Children Services, Inc.
Its Sole Member

By: _____

[ILLEGIBLE]

ARTICLES OF ORGANIZATION
of
KEYSTONE CONTINUUM LLC

The undersigned person, acting as the sole organizer of a limited liability company under the Tennessee Limited Liability Company Act, adopts the following Articles of Organization for such limited liability company:

1. The name of the limited liability company is Keystone Continuum LLC (the "LLC").

2. The street address, zip code and county of the initial registered office of the LLC in the State of Tennessee shall be 414 Union Street, Suite 1600, Nashville, Davidson County, Tennessee 37219. The name of the initial registered agent of the LLC, located at said registered office, is Andrea C. Barach.

3. The name and address of the organizer of the LLC are Andrea C. Barach, 414 Union Street, Suite 1600, Nashville, Tennessee 37219.

4. The street address, zip code and county of the principal executive office of the LLC shall be 3401 West End Avenue, Suite 400, Nashville, Davidson County, Tennessee 37203.

5. Upon the filing of these articles, the LLC will have one (1) member.

6. The LLC will be member-managed.

7. The existence of the LLC is to begin upon the filing of the Articles of Organization.

8. The operating agreement of the LLC may provide that none or less than all of the events listed in T.C.A. § 48-245-101(a)(5)(A)-(K) constitute dissolution events. In the event the operating agreement of the LLC has not eliminated all of such events as dissolution events, the LLC shall not be dissolved and is not required to be wound up by reason of any event that terminates the continued membership of any member if the existence and the business of the LLC is continued by the consents of a majority in interest of the remaining members.

9. The LLC shall not have the power to expel a member.

10. The members of the LLC shall not have pre-emptive rights.

11. (a) To the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended from time to time (provided, however, that if an amendment to

such act limits or restricts in any way the indemnification rights permitted by law as of the rate hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such amendment), the LLC shall indemnify and advance expenses to any person, his heirs, executors and administrators, for the defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, including counsel fees actually incurred as a result of such proceeding or action or any appeal thereof, and against all fines (including any excise tax assessed with respect to an employee benefit plan), judgments, penalties and amounts paid in settlement thereof, provided that such proceeding or action be instituted by reason of the fact that such person is or was a member of the LLC.

(b) The LLC may, to the maximum extent permitted by the provisions of T.C.A § 48-243-101, as amended, from time to time (provided, however that if an amendment to such act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such amendment), indemnify and advance expenses to any person, his heirs, executors and administrators, to the same extent as set forth in Paragraph 11(a) above or to the extent as determined by the members, provided that the underlying proceeding or action be instituted by reason of the fact that such person is or was a manager of the LLC.

(c) Any repeal or modification of the provisions of this Paragraph 11, directly or by the adoption of an inconsistent provision of these Articles of Organization, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification.

DATED: August 27, 2002.

/s/ Andrea C. Barach
Andrea C. Barach, Organizer

KEYSTONE CONTINUUM LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Keystone Continuum LLC, a Tennessee limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Keystone/CCS Partners LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Tennessee Limited Liability Company Law, Title 48 of the Tennessee Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Keystone Continuum LLC" or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Tennessee Secretary of State on August 27, 2002.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Keystone/CCS Partners LLC is the sole Member of the Company. The Member's membership interest in the

Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Tennessee as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Tennessee without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

KEYSTONE/CCS PARTNERS LLC

By: Children's Comprehensive Services, Inc.
Its Minority Member

By: KEYS Group Holdings LLC
Its Managing Member and Sole Member of the Minority Member

By: UHS Children Services, Inc.
Sole Member

By: _____
Name: Steve Filton
Title: Vice President

KEYSTONE CONTINUUM LLC

By: Keystone/CCS Partners LLC
Its Sole Member

By: Children's Comprehensive Services, Inc.
Its Minority Member

By: KEYS Group Holdings LLC
Its Managing Member and Sole Member of the Minority Member

By: UHS Children Services, Inc.
Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

Exhibit 3.128

ARTICLES OF ORGANIZATION
OF
KEYS, LLC

The undersigned person, acting as the organizer of a limited liability company under the Tennessee Limited Liability Company Act, adopts the following Articles of Organization:

(1) The name of the limited liability company is KEYS, LLC (the "Company").

(2) The street address, zip code and county of the registered office of the Company in the State of Tennessee is 414 Union Street, Suite 1600, Nashville, Davidson County, Tennessee 37219.

(3) The name of the registered agent of the Company, located at the registered office set forth above, is Andrea C. Barach, Esq.

(4) The name of the organizer is Andrea C. Barach; and the address of the organizer of the Company is 414 Union Street, Suite 1600, Nashville, Tennessee 37219.

(5) The Company will be member-managed.

(6) The Company has five (5) members at the date of the filing of these Articles of Organization.

(7) The street address, zip code and county of the principal executive office of the Company is 1114 17th Avenue South, Suite 204, Nashville, Davidson County Tennessee 37212.

(8) To the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended from time to time (provided, however, that if an amendment to such act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such amendment), the Company shall indemnify and advance expenses to any person, his heirs, executors and administrators, for the defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, including counsel fees actually incurred as a result of such action, suit or proceeding or any appeal thereof, and against all fines (including any excise tax assessed with respect to an

[ILLEGIBLE]

employee benefit plan), judgments, penalties and amounts paid in settlement thereof, provided that such proceeding or action be instituted by reason of the fact that such person is or was a member of the Company. Any repeal or modification of the provisions of this Paragraph 8 directly or by the Company's adoption of an amendment to these Articles of Organization that is inconsistent with the provisions of this Paragraph 8, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification.

/s/ Andrea C. Barach

Date: January 22, 2001

Andrea C. Barach, Organizer

ARTICLES OF AMENDMENT

KEYS, LLC

The undersigned, pursuant to the provisions of Section 48-209-104 of the Tennessee Limited Liability Company Act, as amended (the "Act"), adopts the following Articles of Amendment to its Articles of Organization.

1. The name of the limited liability company is **KEYS, LLC** (the "LLC").

2. The Secretary of State Limited Liability Control Number for the LLC is 0402052.

3. The Articles of Organization of the LLC are hereby amended by deleting Item No. (1) in its entirety and inserting in lieu thereof the following text:

"(1) The name of the limited liability company is Keystone Education and Youth Services, LLC."

4. The Articles of Organization of the LLC are hereby further amended by deleting Item No. (5) in its entirety and inserting in lieu thereof the following text:

"(5) The Company will be board-managed."

5. This amendment was duly adopted by Written Consent Action of the Members of the LLC.

6. This amendment is to be effective when filed by the Secretary of State of Tennessee.

Dated: March 1, 2001.

KEYS, LLC

By: /s/ H. Neil Campbell
H. Neil Campbell
President

Articles of Merger

Keystone Education and Youth Services, Inc. (Control No. 0386100)
into
KEYS, LLC (Control No. 0402052)

March 1, 2001

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-21-107 of the Tennessee Business Corporation Act and Section 48-244-103 of the Tennessee Limited Liability Company Act, as amended, the undersigned domestic corporation and limited liability company adopt the following articles of merger for the purpose of merging into a single limited liability company:

1. The names of the constituent entities are Keystone Education and Youth Services, Inc., a Tennessee corporation, and KEYS, LLC, a Tennessee limited liability company.

2. KEYS, LLC was organized on January 23, 2001.

3. KEYS, LLC shall be the surviving entity, and its principal executive office shall be 1114 17th Avenue South, Suite 204, Nashville, TN 37212.

4. Section 48-21-102 of the Tennessee Business Corporation Act requires that the shareholders of Keystone Education and Youth Services, Inc. approve the Plan of Merger, a copy of which is attached hereto as Exhibit A.

5. The Plan of Merger has been approved by all of the shareholders of Keystone Education and Youth Services, Inc.

6. The Plan of Merger has been approved and executed by each of the LLCs and other business entities that are a party to the merger.

7. The Plan of Merger is on file at the principal executive office of KEYS, LLC at the address set forth above. A copy of the Plan of Merger will be furnished by KEYS, LLC on request and without cost, to any member of KEYS, LLC or shareholder of Keystone Education & Youth Services, Inc.

8. The effective date of the merger shall be March 1, 2001.

KEYSTONE EDUCATION AND YOUTH SERVICES, INC.

By: /s/ H. Neil Campbell
Name: H. Neil Campbell
Title: President

KEYS, LLC

By: /s/ H. Neil Campbell
Name: H. Neil Campbell
Title: President

Exhibit A
Plan of Merger of Keystone Education and Youth Services, Inc. into
KEYS, LLC

This Plan of Merger is prepared and submitted pursuant to the provisions of Section 48-21-102 of the Tennessee Business Corporation Act and Section 48-244-101 of the Tennessee Limited Liability Company Act, as amended.

1. The names of the merging entities are Keystone Education and Youth Services, Inc., a Tennessee corporation ("Keystone, Inc."), and KEYS, LLC, a Tennessee limited liability company ("Keystone, LLC").

2. Keystone, LLC shall be the surviving entity (the "Surviving Entity"), into which Keystone, Inc. shall merge.

3. The terms and conditions of the proposed merger and the manner and basis of converting the shares of Keystone, Inc. into membership interests Keystone, LLC are as follows:

(a) On the effective date of the merger, Keystone, Inc. shall be merged into Keystone, LLC, which shall be the Surviving Entity in the manner and with the effect provided by the Tennessee Business Corporation Act and the Tennessee Limited Liability Company Act. Keystone, LLC, being the Surviving Entity, shall continue its corporate existence under the laws of the State of Tennessee, and the separate existence of Keystone, Inc. shall cease. All property, rights, privileges, licenses and franchises of Keystone, Inc., as the same were held by it prior to the merger, shall vest in Keystone, LLC as of the merger, subject to all of the liabilities and obligations of Keystone, Inc. for which Keystone, LLC shall also be liable, in the same manner and to the same extent as if Keystone, LLC had itself incurred such liabilities and obligations.

(b) On the effective date of the merger, each share of common stock, no par value, of Keystone, Inc. issued and outstanding immediately prior to the effective date of merger will be canceled and extinguished, and each shareholder of Keystone, Inc. shall thereafter hold the same number of units of membership interests of Keystone, LLC as such shareholder held shares in Keystone, Inc.

4. The effective date of this Plan of Merger and the date upon which the merger contemplated by this Plan of Merger shall become effective shall be March 1, 2001.

Exhibit 3.129

KEYSTONE EDUCATION AND YOUTH SERVICES, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of October 1, 2010 by KEYS Group Holdings, LLC, a Delaware limited liability company and the managing member (the "Member") of Keystone Education and Youth Services, LLC a Tennessee limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Tennessee (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") and entered into a Limited Liability Company Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC is a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS")

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Managing Member" means KEYS Group Holdings, LLC, the Managing Member and any Person who subsequently is admitted as the a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION, NAME, OFFICE, PURPOSE AND TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on January 23, 2001. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "Keystone Education and Youth Services, LLC" The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be CT Corporation System located at 800 S. Gay Street Suite 2021 Knoxville, TN, 37929.

2.6. Principal Office. The principal office of the LLC shall be located at 367 S. Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. KEYS Group Holdings, LLC, shall be the only Member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. As of the date hereof, the Member have made previous Capital Contributions to the LLC which are reflected in the Member Capital account.

3.2. Additional Capital Contributions. The Member may, but is not required to, make additional Capital Contributions to the LLC from time to time. Capital Contributions shall be amended automatically from time to time to reflect the total amount of Capital Contributions to the LLC made by the Member. The Member shall have no personal liability for any obligations of the LLC.

3.3. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as Member as of the effective date of the transfer.

6.2. Admission of New Member. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Member, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Member, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: KEYS Group Holdings, LLC
Its Managing Member

By: UHS Children Services, Inc.
Its Sole Member

By: _____

LLC-1011
(05/02)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF ORGANIZATION OF A
DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states as follows:

1 The name of the limited liability company is
Keystone Marion, LLC
(The name must contain the words "limited company" or "limited liability company" or their abbreviations "L.C.", "LC", "L.L.C." or "LLC")

2 A. The name of the limited liability company's initial registered agent is

National Registered Agents, Inc

B The registered agent is **(mark appropriate box):**

(1) an INDIVIDUAL who is a resident of Virginia **and**
[ ] a member or manager of the limited liability company
[ ] an officer or director of a corporation that is a member or manager of the limited liability company
[ ] a general partner of a general or limited partnership that is a member or manager of the limited liability company
[ ] a trustee of a trust that is a member or manager of the limited liability company
[ ] a member of the Virginia State Bar

OR

(2) [x] a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

3 The limited liability company's initial registered office address, which is identical to the business office of the initial registered agent, is:

526 King Street, Suite # 423
(number/street)

Alexandria VA 22314
(city or town) (zip)

which is located in the [x] city or [ ] county of Alexandria

4. The limited liability company's principal office is located at

3401 West End Avenue, Suite 400
(number/street)

Nashville TN 37203
(city or town) (state) (zip)

5 Signature:

October 22, 2003
(organizer) (date)

Andrea C. Barach (615) 252-2329
(printed name) (telephone number (optional))

KEYSTONE MARION LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Keystone Marion LLC, a Virginia limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Keystone Education and Youth Services, LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Virginia Limited Liability Company Law, Title 13.1, Chapter 12 of the Code of Virginia, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Keystone Marion LLC," or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the State Corporation Commission of the Commonwealth of Virginia on October 27, 2003.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Keystone Education and Youth Services, LLC is the sole Member of the Company. The Member's

membership interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the Commonwealth of Virginia as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the Commonwealth of Virginia without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

KEYSTONE EDUCATION AND YOUTH SERVICES, LLC

By: KEYS Group Holdings, LLC
Its Sole Member

By: UHS Children Services, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

KEYSTONE MARION, LLC

Keystone Education and Youth Services, LLC
Its Sole Member

By: KEYS Group Holdings, LLC
Its Sole Member

By: UHS Children Services, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

LLC-1011
(05/02)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF ORGANIZATION OF A
DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states as follows:

1. The name of the limited liability company is
Keystone Nowport News, LLC
(The name must contain the words "limited company" or "limited liability company" or their abbreviations "L.C.", "LC", "L.L.C." or "LLC")

2. A. The name of the limited liability company's initial registered agent is
National Registered Agents, Inc.

B. The registered agent is (mark appropriate box):

(1) an INDIVIDUAL who is a resident of Virginia and
[ ] a member or manager of the limited liability company.
[ ] an officer or director of a corporation that is a member or manager of the limited liability company
[ ] a general partner of a general or limited partnership that is a member or manager of the limited liability company.
[ ] a trustee of a trust that is a member or manager of the limited liability company.
[ ] a member of the Virginia State Bar.

OR

(2) [x] a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

3. The limited liability company's initial registered office address, which is identical to the business office of the initial registered agent, is:

526 King Street, Suite # 423
(number/street)

Alexandria VA 22314
(city or town) (zip)

which is located in the [x] city or [ ] county of Alexandria

4. The limited liability company's principal office is located at

3401 West End Avenue, Suite 400
(number/street)

Nashville TN 37203
(city or town) (state) (zip)

5. Signature:

(organizer) March 13, 2003
(date)

Andrea C. Barach (615) 252-2329
(printed name) (telephone number (optional))

SEE INSTRUCTIONS ON THE REVERSE

KEYSTONE NEWPORT NEWS LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Keystone Newport News LLC, a Virginia limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Keystone Education and Youth Services, LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Virginia Limited Liability Company Law, Title 13.1, Chapter 12 of the Code of Virginia, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Keystone Newport News LLC," or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the State Corporation Commission of the Commonwealth of Virginia on March 13, 2003.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Keystone Education and Youth Services, LLC is the sole Member of the Company. The Member's

membership interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the Commonwealth of Virginia as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the Commonwealth of Virginia without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

KEYSTONE EDUCATION AND YOUTH SERVICES, LLC

By: KEYS Group Holdings, LLC
Its Sole Member

By: UHS Children Services, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

KEYSTONE NEWPORT NEWS LLC

By: Keystone Education and Youth Services, LLC Its Sole Member

By: KEYS Group Holdings, LLC
Its Sole Member

By: UHS Children Services, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

State of California
Bill Jones
Secretary of State

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

A $70.00 filing fee must accompany this form.
IMPORTANT – Read instructions before completing this form.

Filed: 200224710133

FILED
In the Office of the Secretary of State
of the State of California
AUG 28 2002
BILL JONES, Secretary of State

This Space For Filing Use Only

1. Name of the limited liability company (end the name with the words "Limited Liability Company," " Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")
   Keystone NPS LLC
2. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea limited liability company act.
3. Name the agent for service of process and check the appropriate provision below:
   National Registered Agents, Inc. which is
   [ ] an individual residing in California. Proceed to item 4.
   [X] a corporation which has filed a certificate pursuant to section 1505. Proceed to item 5.
4. If an individual, California address of the agent for service of process:
   Address:
   City: State: CA Zip Code:
5. The limited liability company will be managed by: **(check one)**
   [ ] one manager [ ] more than one manager [X] single member limited liability company [ ] all limited liability company members
6. Other matters to be included in this certificate may be set forth on separate attached pages and are made a part of this certificate. Other matters may include the latest date on which the limited liability company is to dissolve.
7. Number of pages attached, if any: 0
8. Type of business of the limited liability company. (For informational purposes only)
   treatment centers and services for at-risk youth
9. **DECLARATION:** It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

   Signature of Organizer

   Andrea C. Barach
   Type or Print Name of Organizer

   August 27, 2002
   Date

10. **RETURN TO:**
    NAME
    FIRM
    ADDRESS
    CITY/STATE
    ZIP CODE

SEC/STATE (REV. 12/99)

FORM LLC-1 – FILING FEE $70.00
Approved by Secretary of State

1607448 OUT

State of California
Bill Jones
Secretary of State

FILED
In the Office of the Secretary of State
of the State of California

OCT 1 1 2002 RLS

BILL JONES, Secretary of State

LIMITED LIABILITY COMPANY
CERTIFICATE OF MERGER

(Corporations Code Section 17552)

Filing Fee – Please see instructions.
IMPORTANT – Read instructions before completing this form.

This Space For Filing Use Only

1. Name of surviving entity:	2. Type of entity:	3. Secretary of State File Number:	4. Jurisdiction:
Keystone NPS LLC	LLC	200224710133	California
5. Name of disappearing entity:	**6. Type of entity:**	**7. Secretary of State File Number:**	**8. Jurisdiction:**
see attached	corporation	C1607448	California

9. Future effective date, if any: Month Day Year

10. If a vote was required pursuant to Section 17551 or Section 1113, enter the outstanding interests of each class entitled to vote on the merger and the percentage of vote required:

Surviving Entity		Disappearing Entity	
Each class entitled to vote	Percentage of vote required	Each class entitled to vote	Percentage of vote required
1 Member	100%	1 class of common stock w/1,000 shares @ no par	100%

11. The principal terms of the agreement of merger were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required.

SECTION 12 IS ONLY APPLICABLE IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY. COMPLETE ITEM 12 AND PROCEED TO ITEM 15

12. Requisite changes to the information set forth in the Articles of Organization of the surviving limited liability company resulting from the merger. Attach additional pages if necessary. none

SECTIONS 13 AND 14 ARE APPLICABLE IF THE SURVIVING ENTITY IS A FOREIGN LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY. COMPLETE ITEMS 13 AND 14.

13. Principal business address of the surviving foreign limited liability company or other business entity:

Address: N/A

City: State: Zip Code:

14. Other information required to be stated in the Certificate of Merger by the laws under which each constituent other business entity is organized. Attach additional pages if necessary. N/A

15. Number of pages attached, if any: 1

16. I certify that the statements contained in this document are true and correct of my own knowledge. I declare that I am the person who is executing this instrument, which execution is my act and deed

Signature	Date	Type or Print Name and Title of Person Signing	Date
	9/26/02	see attached	
	9/24/02	see attached	
	9/26/02	H. Neil Campbell, President	
	9/26/02	[illegible]	

SEC/STATE (REV. 12/99)

FORM LLC-9 – FILING FEE: SEE INSTRUCTIONS
Approved by Secretary of State

5. Name of disappearing entity: Children’s Comprehensive Services of California, Inc.

16. H. Neil Campbell, President of Children’s Comprehensive Services, Inc., Sole Member of Keystone NPS LLC

John Edmunds, Secretary of Children’s Comprehensive Services, Inc.,
Sole Member of Keystone NPS LLC

KEYSTONE NPS LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Keystone NPS LLC, a California limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Keystone/CCS Partners LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the California Limited Liability Company Law, Title 2.5 of the California Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Keystone NPS LLC," or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the California Secretary of State on August 28, 2002.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Keystone/CCS Partners LLC is the sole Member of the Company. The Member's membership interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of California as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of California without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

KEYSTONE/CCS PARTNERS LLC

By: Children's Comprehensive Services, Inc.
Its Minority Member

By: KEYS Group Holdings LLC
Its Managing Member and Sole Member of the Minority Member

By: UHS Children Services, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

KEYSTONE NPS LLC

By: Keystone/CCS Partners LLC
Its Sole Member

By: Children's Comprehensive Services, Inc.
Its Minority Member

By: KEYS Group Holdings LLC
Its Managing Member and Sole Member of the Minority Member

By: UHS Children Services, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

Doc ID --> 200224100452

Prescribed by J. Kenneth Blackwell
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)
Mail Form to one of the Following:
Yes PO Box 1390 Columbus, OH 43216
** Requires an additional fee of $100 **
No PO Box 670 Columbus, OH 43216

ORGANIZATION / REGISTRATION OF LIMITED LIABILITY COMPANY

(Domestic or Foreign)
Filing Fee $125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) ☑ Articles of Organization for Domestic Limited Liability Company (115-LCA) ORC 1705

(2) ☐ Application for Registration of Foreign Limited Liability Company (106 LFA) ORC 1705
(Date of Formation) (State)

Complete the general information in this section for the box checked above.

Name Keystone Richland Center LLC

☐ *Check here if additional provisions are attached*

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date 08/28/02 (mm/dd/yyyy) *Date specified can be no more than 90 days after date of filing.*

This limited liability company shall exist for (Optional) (Period of existance)

Purpose (Optional)

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional) (Name)
(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*
(City) (State) (Zip Code)

RECEIVED
SECRETARY OF STATE
2002 AUG 28 PM 4:01

533 Page 1 of 5 Last Revised: May 2000

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being at least a majority of the members of

Keystone Richland Center LLC
(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

National Registered Agents, Inc.
(Name of Agent)

145 Baker Street
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

Marion (City) Ohio (State) 43302 (Zip Code)

Must be authenticated by an authorized representative

Authorized Representative — Date: 1/27/22

Authorized Representative — Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

Keystone Richland Center LLC
(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

National Registered Agents, Inc.

Amy Aaron
(Agent's signature)

AMY AARON

Asst. Secretary

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

533 Page 2 of 5 Last Revised: May 2002

Complete the information in this section if box (3) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

N/A
(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

National Registered Agents, Inc.
(Name)

145 Baker Street
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

Marion (City) Ohio (State) 43302 (Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

a. the agent cannot be found, or
b. the limited liability company fails to designate another agent when required to do so, or
c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED
Must be authenticated (signed) by an authorized representative (See Instructions)

Authorized Representative — Date 2/27/02

Andres C. Barach, Organizer
Print Name

Authorized Representative — Date

Print Name

533 Page 3 of 5 Last Revised: May 2002

KEYSTONE RICHLAND CENTER LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Keystone Richland Center LLC, an Ohio limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Keystone/CCS Partners LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Ohio Limited Liability Company Law, Title XVII, Chapter 1705 of the Ohio Revised Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Keystone Richland Center LLC" or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Ohio Secretary of State Secretary of State on August 28, 2002.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Keystone/CCS Partners LLC is the sole Member of the Company. The Member's membership interest in the

Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Ohio as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Ohio without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

KEYSTONE/CCS PARTNERS LLC

By: Children's Comprehensive Services, Inc.
Its Minority Member

By: KEYS Group Holdings LLC
Its Managing Member and Sole Member of the Minority Member

By: UHS Children Services, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

KEYSTONE RICHLAND CENTER LLC

By: Keystone/CCS Partners LLC
Its Sole Member

By: Children's Comprehensive Services, Inc.
Its Minority Member

By: KEYS Group Holdings LLC
Its Managing Member and Sole Member of the Minority Member

By: UHS Children Services, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

NOV-30-2004 12:48 CT Atlanta team 3

SOSID: 754347
Date Filed: 11/30/2004 3:10:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200433500348

State of North Carolina
Department of the Secretary of State

Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to §57C-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: Keystone WSNC, L.L.C.

2. If the limited liability company is to dissolve by a specific date, the latest date on which the limited liability company is to dissolve: (*If no date for dissolution is specified, there shall be no limit on the duration of the limited liability company.*)

3. The name and address of each person executing these articles of organization is as follows: (*State whether each person is executing these articles of organization in the capacity of a member, organizer or both*).

L. Hunter Rost, Organizer
c/o Waller Lansden Dortch & Davis, PLLC
511 Union Street, Suite 2700
Nashville, TN 37219

4. The street address and county of the initial registered office of the limited liability company is:

Number and Street 225 Hillsborough Street,

City, State, Zip Code Raleigh, North Carolina 27603 County Wake

5. The mailing address, *if different from the street address*, of the initial registered office is:

6. The name of the initial registered agent is: C T Corporation System

7. Principal office information: (*Select either a or b.*)

a. [X] The limited liability company has a principal office.

The street address and county of the principal office of the limited liability company is:

Number and Street 3401 West End Avenue, Suite 400
City, State, Zip Code Nashville, TN 37203 County Davidson

The mailing address, *if different from the street address*, of the principal office of the corporation is:

b. [ ] The limited liability company does not have a principal office.

NC049 - 1/01/03 CT System Online

8. Check one of the following:

__x__(i) ***Member-managed LLC***: all members by virtue of their status as members shall be managers of this limited liability company.

_____(ii) ***Manager-managed LLC***: except as provided by N.C.G.S. Section 57C-3-20(a), the members of this limited liability company shall not be managers by virtue of their status as members.

9. Any other provisions which the limited liability company elects to include are attached.

10. These articles will be effective upon filing, unless a date and/or time is specified:

This is the 30th day of November, 2004.

Signature

L. Hunter Rost, Organizer

Type or Print Name and Title

NOTES:

1. Filing fee is $125. This document must be filed with the Secretary of State.

CORPORATIONS DIVISION P.O. Box 29622 RALEIGH, NC 27626-0622
(Revised January 2002) *(Form L-01)*

NC549 - 10/01/01 CT System Online

KEYSTONE WSNC, L.L.C.

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Keystone WSNC, L.L.C., a North Carolina limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Keystone Education and Youth Services, LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the North Carolina Limited Liability Company Law, Chapter 57C of the North Carolina General Statutes, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Keystone WSNC, L.L.C." or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the North Carolina Department of the Secretary of State on November 30, 2004.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Keystone Education and Youth Services, LLC is the sole Member of the Company. The Member's

membership interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of North Carolina as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of North Carolina without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

KEYSTONE EDUCATION AND YOUTH SERVICES, LLC

By: KEYS Group Holdings, LLC.
Its Sole Member

By: UHS Children Services, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

KEYSTONE WSNC, L.L.C.

By: Keystone Education and Youth Services, LLC
Its Sole Member

By: KEYS Group Holdings LLC
Its Sole Member

By: UHS Children Services, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

Exhibit 3.140

Appendix 1

Articles of Organization of Keystone Memphis, LLC

The undersigned person, on behalf of the limited liability company under the Tennessee Limited Liability Company Act, adopts the following as the Articles of Organization for such limited liability company:

1. The name of the limited liability company is Keystone Memphis, LLC (the "LLC").

2. The street address, zip code and county of the initial registered office of the LLC in the State of Tennessee shall be 414 Union Street, Suite 1600, Nashville, Tennessee 37219, County of Davidson.

3. The name of the initial registered agent of the LLC, located at the registered office set forth above, is Andrea C. Barach, Esq,.

4. The name and address of the organizer of the LLC is:

Andrea C. Barach, Esq.
c/o Boult, Cummings, Conners & Berry, PLC
414 Union Street, Suite 1600
Nashville, TN 37219

5. The street address, zip code and county of the principal executive office of the LLC shall be is 1114 17th Avenue South, Suite 204, Nashville, County of Davidson, Tennessee 37212.

6. The LLC will be member-managed.

7. The LLC has one (1) number at the time of organization.

8. The existence of the LLC is to begin upon the Filing of the Articles of Organization.

9. The duration of the LLC shall be perpetual.

10. To the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended from time to time (provided, however, that if an amendment to such act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such amendment), the LLC shall indemnify and advance expenses to any person, his heirs, executors and administrators, for the defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, including counsel fees actually incurred as a result of such action, suit or proceeding or any appeal hereof, and against all fines (including any excise tax assessed with respect to an employee benefit plan), judgments, penalties and amounts paid in settlement thereof, provided that such proceeding or action be instituted by reason of the fact that such person is or was a member of the LLC. Any repeal or modification of the provisions of this paragraph directly or by the LLC's adoption of an amendment to these Articles of Organization that is inconsistent with the provisions of this paragraph, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification.

Dated: February 28, 2001

/s/ Andrea C. Barach
Andrea C. Barach, Esq., Sole Organizer

KEYSTONE MEMPHIS LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Keystone Memphis LLC, a Tennessee limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Keystone Education and Youth Services, LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Tennessee Limited Liability Company Law, Title 48 of the Tennessee Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Keystone Memphis LLC" or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Tennessee Secretary of State on September 14, 2000.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Keystone Education and Youth Services, LLC is the sole Member of the Company. The Member's

membership interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Tennessee as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Tennessee without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

KEYSTONE EDUCATION AND YOUTH SERVICES, LLC

By: KEYS Group Holdings LLC
Its Sole Member

By: UHS Children Services, Inc.
Sole Member

By: _____
Name: Steve Filton
Title: Vice President

KEYSTONE MEMPHIS LLC

By: Keystone Education and Youth Services, LLC
Its Sole Member

By: KEYS Group Holdings LLC
Its Sole Member

By: UHS Children Services, Inc.
Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/27/2002
020541244 – 3563067

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is Keystone/CCS Partners LLC.

Second: The address of its registered office in the State of Delaware is 9 East Loockerman Street in the city of Dover, County of Kent, Delaware 19901.

The name of its registered agent at such address is National Registered Agents, Inc.

Third: The dissolution of the limited liability company shall be in accordance with either the provisions set forth in the Operating Agreement or the Delaware Limited Liability Company Act.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Keystone/CCS Partners LLC, this 27 day of August, 2002.

By: _____
Andrea C. Barach, Authorized Person

815261 v1
102876-016 8/21/2002

CERTIFICATE OF AMENDMENT

OF

Keystone/CCS Partners LLC

1. The name of the limited liability company is Keystone/CCS Partners LLC.

2. Article 2 of the Certificate of Formation of the limited liability company is hereby amended as follows:

2. The name and address of the registered agent is THE CORPORATION TRUST COMPANY, 1209 Orange Street, Wilmington, DE 19801.

IN WITNESS WHEREOF, the undersigned has executed its Certificate of Amendment of Keystone/CCS Partners LLC this 21st day of October, 2005.

Steve Filton, Authorized Person

(DEL. - LLC 3240 - 10/1/92)

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:23 PM 11/17/2005
FILED 07:06 PM 11/17/2005
SRV 050940822 - 3563067 FILE

KEYSTONE CCS/PARTNERS, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of October 1, 2010 by KEYS Group Holdings, LLC a Delaware limited liability company and Children's Comprehensive Services, Inc. a Tennessee corporation, the managing members (the "Members") of Keystone CCS/Partners, LLC a Delaware limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Members formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Delaware (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") and entered into a Limited Liability Company Agreement (the "Initial Agreement"); and

WHEREAS, each of the Members and the LLC is a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS")

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Members from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Members, the bankruptcy, insolvency, liquidation or dissolution of the Members under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Managing Members" means KEYS Group Holdings, LLC and Children's Comprehensive Services, Inc., the Managing Members and any Person who subsequently is admitted as a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION, NAME, OFFICE, PURPOSE AND TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on August 27, 2002. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "Keystone CCS/Partners, LLC" The LLC may do business under that name and under any other name or names as selected by the Members.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be The Corporation Trust Company located at 1209 Orange Street Wilmington, DE, 19801.

2.6. Principal Office. The principal office of the LLC shall be located at 367 S. Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Members.

2.7. Members. KEYS Group Holdings, LLC and Children's Comprehensive Services, Inc., shall be the only Members and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Members shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Members intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Members be a partner or joint venturer of any other Members, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. As of the date hereof, the Members have made previous Capital Contributions to the LLC which are reflected in the Members Capital account.

3.2. Additional Capital Contributions. The Members may, but is not required to, make additional Capital Contributions to the LLC from time to time. Capital Contributions shall be amended automatically from time to time to reflect the total amount of Capital Contributions to the LLC made by the Members. The Members shall have no personal liability for any obligations of the LLC.

3.3. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Members. Cash shall be distributed to the Members as the Members shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Members on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Members shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Members or (b) any Person

authorized by the Managing Members pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Members, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Members, and each agent, partner, officer, employee, counsel and affiliate of the Members or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Members, or an agent, partner, officer, employee, counsel or affiliate of the Members or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Members shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Members as of the effective date of the transfer.

6.2. Admission of New Members. No new Members shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Members and the new Members.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Members.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Members shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Members.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Members and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: KEYS Group Holdings, LLC
Its Managing Member

By: Children's Comprehensive Services, Inc.
Its Managing Member

By: UHS Children Services, Inc.
Its Sole Member

By:_____

Exhibit 3.144

ARTICLES OF INCORPORATION
OF
CCS/SALT LAKE CITY, INC.

ARTICLE ONE

The name of the corporation is CCS/SALT LAKE CITY, INC.

ARTICLE TWO

The purpose for which the corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the Utah Business Corporation Act.

ARTICLE THREE

The aggregate number of shares which the corporation shall have authority to issue is one thousand (1,000) of no par value.

ARTICLE FOUR

The name and address of the incorporator is:

Kevin P. O'Hara
Bass, Berry & Sims
2700 First American Center
Nashville, TN 37238

ARTICLE FIVE

The street address of the its initial registered office is 50 West Broadway, Salt Lake City, Utah 84101. The name of the initial registered agent at such address is C T Corporation System.

Incorporator

The undersigned hereby accepts appointment as registered Agent for the above named corporation.

By: _____

Registered Agent

AMENDMENT

ARTICLES OF AMENDMENT

OF

CCS/SALT LAKE CITY, INC.

To the Division of Corporations and Commercial Code
State of Utah

Pursuant to the provisions of the Utah Revised Business Corporation Act, the corporation hereinafter named (the "corporation") does hereby adopt the following Articles of Amendment.

1. The name of the corporation is CCS/Salt Lake City, Inc.
2. Article One of the Articles of Incorporation of the corporation is hereby amended as to read as follows:

   "The name of the corporation is Kids Behavioral Health of Utah, Inc."
3. The corporation has issued common shares. Only one class of stock is issued and authorized.
4. The amendment herein provided for was adopted by the Board of Directors of the corporation by Unanimous Written Consent dated as of September 16, 2002.
5. There are 1,000 common shares issued and outstanding; 1,000 voted for the amendment and 0 voted against. All shares were entitled to be cast for amendment and all the shares were represented by Unanimous Consent.
6. The undersigned is the chairman of the Board of Directors of the corporation.

Executed on November 7, 2002.

By: /s/ Bill R. Vickers
Bill R. Vickers

Title: Chairman of the Board

State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code

EXPEDITE
$112.00

File Number 1850010-0142
Non-Refundable Processing Fee $27.00

AMENDMENT ***Articles of Amendment to Articles of Incorporation (Profit)***

Pursuant to UCA §16-10a part 10, the individual named below causes this Amendment to the Articles of Incorporation to be delivered to the Utah Division of Corporations for filing, and states as follows

1 The name of the corporation is KIDS BEHAVIORAL HEALTH OF UTAH, INC

2 The date the following amendment(s) was adopted JANUARY 3, 2006

3 If *changing* the corporation name, the *new name* of the corporation is HHC UTAH, INC

4 The text of each amendment adopted (include attachment if additional space needed)

ARTICLE ONE. THE NAME OF THE CORPORATION IS HHC UTAH, INC

See Attachments 1-3

01-04-06P02 28 RCVD

5 If providing for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself

6 Indicate the manner in which the amendment(s) was adopted (mark only one)
- ☐ No shares have been issued or directors elected – Adopted by Incorporator(s)
- ☐ No shares have been issued but directors have been elected – Adopted by the board of directors
- ☐ Shares have been issued but shareholder action was not required – Adopted by the board of directors
- ☑ The number of votes cast for the amendment(s) by each voting group entitled to vote separately on the amendment(s) was sufficient for approval by that voting group – Adopted by the shareholders

7 Delayed effective date (if not to be effective upon filing) _____ *(not to exceed 90 days)*

Under penalties of perjury, I declare that this Amendment of Articles of Incorporation has been examined by me and is, to the best of my knowledge and belief, true, correct and complete

By David K Meyercord Title DAVID K. MEYERCORD, EXEC V P

Dated this 3RD day of JANUARY, 20 06

Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed and approved on this 4 day of Jan 2006
In this office of this Division and hereby issued

Examiner 15.00

Kathy Berg
Division Director

Mail In: PO Box 146705
Salt Lake City, UT 84114-6705
Walk In: 160 East 300 South, Main Floor
Information Center: (801) 530-4849
Toll Free: (877) 526-3994 (within Utah)
Fax: (801) 530-6438
Web Site: http://www.commerce.utah.gov/cor

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity

Revised 12/05

UN04 05/01/2004 CT System Online

Date 01/04/2006
Receipt Number 1671812
Amount Paid $961.00

EXPEDITE
$112 00

State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code AMENDMENT

File Number 1350210-0142
Non-Refundable Processing Fee $27 00
RECEIVED
JAN 17 2006
DIV. of CORP. & COMM CODE

Articles of Amendment to Articles of Incorporation (Profit)

Pursuant to UCA §16-10a part 10, the individual named below causes this Amendment to the Articles of Incorporation to be delivered to the Utah Division of Corporations for filing, and states as follows

1 The name of the corporation is HHC UTAH, INC

2. The date the following amendment(s) was adopted JANUARY 4, 2006

3 If *changing* the corporation name, the *new name* of the corporation is
KIDS BEHAVIORAL HEALTH OF UTAH, INC.

4 The text of each amendment adopted (include attachment if additional space needed)

ARTICLE ONE THE NAME OF THE CORPORATION IS KIDS BEHAVIORAL HEALTH OF UTAH, INC

5 If providing for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself

6 Indicate the manner in which the amendment(s) was adopted (mark only one)
- ☐ No shares have been issued or directors elected – Adopted by Incorporator(s)
- ☐ No shares have been issued but directors have been elected – Adopted by the board of directors
- ☐ Shares have been issued but shareholder action was not required – Adopted by the board of directors
- ☑ The number of votes cast for the amendment(s) by each voting group entitled to vote separately on the amendment(s) was sufficient for approval by that voting group – Adopted by the shareholders

7 Delayed effective date (if not to be effective upon filing) _____ *(not to exceed 90 days)*

Under penalties of perjury, I declare that this Amendment of Articles of Incorporation has been examined by me and is, to the best of my knowledge and belief, true, correct and complete

By David K Meyercord Title DAVID K MEYERCORD, EXEC V P

Dated this 17TH day of JANUARY, 20 06

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
nd approved on this 17 day of Jan 20 06
In the office of this Division and hereby issued
This Certificate thereof
ES/TSH185 Date 1 18 06
Kathy Berg

Mail In: PO Box 146705
Salt Lake City, UT 84114-6705
Walk In: 160 East 300 South, Main Floor
Information Center: (801) 530-4849
Toll Free: (877) 526-3994 (within Utah)
Fax: (801) 530-6438
Web Site: http://www.commerce.utah.gov/cor

Kathy Berg (657-3301), all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business physical address may be provided rather than the residential or private address of any individual affiliated with the entity

UMM -03/01/2004 CT System Output

01-17-06P02 38 RCVD

Kids Behavioral Health of Utah, Inc. – (formerly HHC Utah, Inc.)
Entity File No 1350210-0142

Attachment to
Registration Information Change Form

All of the persons listed below are Officers and Directors of Kids Behavioral Health of Utah, Inc.:

Officers

Frank J Baumann	President	1500 Waters Ridge Drive Lewisville, Texas 75057
John E. Pitts	Treasurer	1500 Waters Ridge Drive Lewisville, Texas 75057
David K. Meyercord	Secretary	1500 Waters Ridge Drive Lewisville, Texas 75057

Directors

David K. White	1500 Waters Ridge Drive Lewisville, Texas 75057
John E. Pitts	1500 Waters Ridge Drive Lewisville, Texas 75057
David K Meyercord	1500 Waters Ridge Drive Lewisville, Texas 75057

Exhibit 3.145

AMENDED AND RESTATED

B Y L A W S

OF

KIDS BEHAVIORAL HEALTH OF UTAH, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Kids Behavioral Health of Utah, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Utah. The Corporation may also have offices at such other places both within and without the State of Utah as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Utah as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Utah nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Utah as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation's Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation's Articles of Incorporation and the Corporation's Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

Section 3. Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Utah.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Utah." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Utah, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Form 205

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $200

Articles of Organization Pursuant to Article 1528n, Texas Limited Liability Company Act

Filed in the Office of the Secretary of State of Texas
Filing #: 800445612 01/27/2005
Document #: 80803040002
Image Generated Electronically for Web Filing

Article 1 - Name

The name of the limited liability company is as set forth below:

Kingwood Pines Hospital, LLC

The name of the entity must contain the words "Limited Liability Company" or "Limited Company," or an accepted abbreviation of such terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for the "name availability" is recommended.

Article 2 – Registered Agent and Registered Office (Select and complete either A or B and complete C)

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Jerry G Browder

C. The business address of the registered agent and the registered office address is:

Street Address:
504 Seville Road, Ste 201 Denton TX 76205

Article 3 - Management (Complete items A or B)

☐ A. The limited liability company is to be managed by managers.

OR

☑ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the initial members are set forth below:

Managing Member 1:
Jerry G Browder

Title: Managing Member

Street Address:
504 Seville Road, Ste 201 Denton TX, USA 76205

Article 4 - Duration

The period of duration is perpetual.

Article 5 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer is set forth below.

John R. Boyer, Jr. Nine Greenway Plaza, Suite 3100, Houston, Texas 77046

Effective Date of Filing

☑ A. This document will become effective when the document is filed by the secretary of state.

OR

☐ B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

Name Reservation Document Number

EXECUTION

The undersigned organizer signs these articles of organization subject to the penalties imposed by law for the submission of a false or fraudulent document.

John R. Boyer, Jr.

Signature of Organizer

FILING OFFICE COPY

Form 404 (revised 9/05)		This space reserved for office use.
Return in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512/463-5709 **Filing Fee: $150**	**Articles of Amendment Pursuant to Article 4.04, Texas Business Corporation Act**	**FILED** In the Office of the Secretary of State of Texas DEC 30 2006 **Corporations Section**

Article 1 –Name

The name of the corporation is as set forth below:

Kingwood Pines Hospital, LLC

State the name of the entity as it is currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name in Article 1.

The filing number issued to the corporation by the secretary of state is: 800445612

Article 2—Amended Name

(If the purpose of the articles of amendment is to change the name of the corporation, then use the following statement)

The amendment changes the articles of incorporation to change the article that names the corporation. The article in the Articles of Incorporation is amended to read as follows:

The name of the corporation is (state the new name of the corporation below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term. The name must not be the same as, deceptively similar to, or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 3 –Amendment to Registered Agent/Registered Office

The amendment changes the articles of incorporation to change the article stating the registered agent and the registered office address of the corporation. The article is amended to read as follows:

Registered Agent of the Corporation
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization **(cannot be corporation named above)** by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is set forth below.

First Name	MI	Last Name	Suffix

Registered Office of the Corporation (Cannot be a P.O. Box.)

C. The business address of the registered agent and the registered office address is:

Street Address	City	State	Zip Code
		TX	

Article 4 – Other Altered, Added, or Deleted Provisions

Other changes or additions to the articles of incorporation may be made in the space provided below. If the space provided is insufficient to meet your needs, you may incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

The amendment changes the articles of incorporation to change the article stating the street address of Management of the corporation, under Article 3. The article is amended to read as follows:

Street Address:
2941 South Lake Vista Drive, Lewisville, Texas, USA 75067.

Article 5—Statement of Approval

The amendments to the articles of incorporation have been approved in the manner required by the Texas Business Corporation Act and by the constituent documents of the corporation.

Effectiveness of Filing

A. ☒ This document will become effective when the document is filed by the secretary of state.

OR

B. ☐ This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a false or fraudulent document.

12-1-06
Date

By: Horizon Health Hospital Services, Inc.
Sole Member

David K. Meyercord
Signature of Authorized Officer
David K. Meyercord
Executive VP & Secretary

KINGWOOD PINES HOSPITAL, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by Horizon Health Hospital Services, LLC., a Delaware limited liability company and the sole member (the "Managing Member") of KINGWOOD PINES HOSPITAL, LLC, a Texas limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Texas (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") of the State and entering into an Operating Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Member" means the Managing Member and any Person who subsequently is admitted as a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on January 27, 2005. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "KINGWOOD PINES HOSPITAL, LLC". The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be CT Corporation System located at 350 North St. Paul Street, Suite 2900, Dallas, TX 75201.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Horizon Health Hospital Services, LLC

By: Horizon Health Corporation
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Kingwood Pines Hospital, LLC

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:43 PM 06/13/2006
FILED 07:43 PM 06/13/2006
SRV 060571994 - 4174638 FILE

CERTIFICATE OF FORMATION
OF
KMI ACQUISITION, LLC

The undersigned authorized person, desiring to form a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act, 6 Delaware Code, Chapter 18, does hereby certify as follows:

I.

The name of the limited liability company (the "LLC") is KMI Acquisition, LLC.

II.

The address of the registered office of the LLC in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, County of Kent, Delaware 19904. The name of the LLC's registered agent for service of process in the State of Delaware at such address is National Registered Agents, Inc.

III.

This Certificate of Formation shall be effective upon filing of the Certificate in the Office of the Secretary of State of the State of Delaware.

IV.

The principle address of the LLC is 840 Crescent Centre Drive, Suite 460, Franklin, Tennessee 37067.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of KMI Acquisition, LLC on this the 13th day of June, 2006.

By: E. Brent Hill

E. Brent Hill, Esq.
Authorized Person

1216605.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:24 PM 10/10/2007
FILED 11:06 AM 10/10/2007
SRV 071100253 - 4174638 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: KMI Acquisition, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1st day of October, A.D. 2007.

By: Samantha Jones
Authorized Person(s)

Name: Samantha Jones
Print or Type

KMI ACQUISITION, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of KMI Acquisition, LLC, a Delaware limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Psychiatric Solutions Hospitals, LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Delaware Limited Liability Company Law, Title 6, Chapter 18 of the Delaware Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "KMI Acquisition, LLC" or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Delaware Secretary of State on June 13, 2006.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Psychiatric Solutions Hospitals, LLC is the sole Member of the Company. The Member's membership interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Delaware as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Delaware without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

PSYCHIATRIC SOLUTIONS HOSPITALS, LLC

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

KMI ACQUISITION, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

FULBRIGHT
& Jaworski L.L.P.
Attorneys at Law

666 Fifth Avenue, 31st Floor • New York, New York 10103-3198
Telephone: 212 318 3000 • Facsimile: 212 318 3400

April 1, 2011

Universal Health Services, Inc.
and the Subsidiary Guarantors
367 South Gulph Road
King of Prussia, Pennsylvania 19406

Ladies and Gentlemen:

We have acted as counsel to Universal Health Services, Inc., a Delaware corporation (the "Company") and the Subsidiary Guarantors (as defined below) in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Company and the Subsidiary Guarantors with the United States Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Act"). The Registration Statement relates to the registration under the Act of (i) the offering and issuance of $250,000,000 aggregate principal amount of the Company's 7% Senior Notes due 2018 (the "Exchange Notes") in exchange for a like principal amount of the Company's issued and outstanding 7% Senior Notes due 2018 (the "Outstanding Notes") as described in the Registration Statement (the "Exchange Offer") and (ii) the guarantees of the Exchange Notes (the "Guarantees") of the subsidiaries of the Company identified as registrant subsidiary guarantors in the Registration Statement (the "Subsidiary Guarantors"). The Outstanding Notes were issued, and the Exchange Notes will be issued, under an Indenture (the "Indenture"), dated as of September 29, 2010, between the Company, as successor by merger to UHS Escrow Corporation, and Union Bank, N.A., as trustee (the "Trustee"), as amended by the Supplemental Indenture, dated as of November 15, 2010, among the Company, the Trustee and the Subsidiary Guarantors. The Subsidiary Guarantors that are incorporated or organized under the laws of the States of California, Delaware and Texas are identified in Schedule A hereto (the "Applicable Subsidiary Guarantors").

In connection with the foregoing, we have examined originals or copies of such corporate, limited liability company or partnership records of the Company and the Applicable Subsidiary Guarantors, certificates and other communications of public officials, certificates of officers, members or partners of the Company and the Applicable Subsidiary Guarantors, and such other documents as we have deemed relevant or necessary for the purpose of rendering the opinions expressed herein. As to the questions of fact material to those opinions, we have, to the extent we deemed appropriate, relied on certificates of officers, members or partners of the Company and the Applicable Subsidiary Guarantors and on certificates and other communications of public officials. We have assumed the genuineness of all signatures on, and the authenticity of, all documents submitted to us as originals, the conformity to authentic original documents of all

documents submitted to us as copies thereof, the due authorization, execution and delivery by the parties thereto other than the Company and the Applicable Subsidiary Guarantors of all documents examined by us, and the legal capacity of each individual who signed any of those documents. We have also assumed that (i) the Indenture has been duly authorized, executed and delivered by the Trustee and constitutes the legal, valid and binding obligation of the Trustee and (ii) the Registration Statement and any amendments thereto (including post-effective amendments) will have become effective under the Act and the Indenture will have been qualified under the Trust Indenture Act of 1939, as amended.

Based upon the foregoing, and upon an examination of such questions of law as we have considered necessary or appropriate, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we advise you that, in our opinion:

(a) When the Exchange Notes have been duly executed, authenticated and delivered in accordance with the Indenture and the Exchange Offer, the Exchange Notes will be legally issued and will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms.

(b) When the Exchange Notes have been duly executed, authenticated and delivered in accordance with the Indenture and the Exchange Offer, the Guarantee of each Subsidiary Guarantor will be legally issued and will constitute a valid and legally binding obligation of such Subsidiary Guarantor, enforceable against such Subsidiary Guarantor in accordance with its terms.

Our opinions in paragraphs (a) and (b) above are subject to any applicable bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and to general equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law). In addition, we express no opinion concerning (i) the validity or enforceability of any provisions of the Exchange Notes or the Guarantees that purport to waive or not give effect to rights to notices, defenses, subrogation or other rights or benefits that cannot be effectively waived under applicable law; (ii) any provision that relates to severability or separability or purports to require that all amendments, supplements or waivers to be in writing; or (iii) the enforceability of indemnification provisions to the extent they purport to relate to liabilities resulting from or based upon negligence or any violation of federal or state securities or blue sky laws. For purposes of our opinion in paragraph (b), we have relied on the opinion of Matthew D. Klein, General Counsel of the Company, dated April 1, 2011, as to the due authorization of the Indenture and the Guarantees by the Subsidiary Guarantors other than the Applicable Subsidiary Guarantors.

The foregoing opinions are expressly limited to matters under and governed by the federal laws of the United States of America, the Delaware General Corporation Law, the Delaware Limited Liability Company Act and the Delaware Revised Uniform Limited Partnership Act (including

the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting each of the foregoing Delaware statutes), and the internal laws of the States of California, New York and Texas, in each case in effect on the date hereof, and we express no opinion as to the effect of the laws of any other jurisdiction, domestic or foreign.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and the reference to this firm under the caption “Legal Matters” in the prospectus contained therein. 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 Section 7 of the Act.

Sincerely yours,

/s/ FULBRIGHT & JAWORSKI L.L.P.

Fulbright & Jaworski L.L.P.

Schedule A

Applicable Subsidiary Guarantors

Registrant Subsidiary Guarantor	State or Other Jurisdiction of Incorporation or Formation
ASSOCIATED CHILD CARE EDUCATIONAL SERVICES, INC.	CA
ATLANTIC SHORES HOSPITAL, LLC	DE
BEHAVIORAL HEALTHCARE LLC	DE
BHC HOLDINGS, INC.	DE
BHC MESILLA VALLEY HOSPITAL, LLC	DE
BHC NORTHWEST PSYCHIATRIC HOSPITAL, LLC	DE
BRENTWOOD ACQUISITION-SHREVEPORT, INC.	DE
CANYON RIDGE HOSPITAL, INC.	CA
CEDAR SPRINGS HOSPITAL, INC.	DE
CUMBERLAND HOSPITAL PARTNERS, LLC	DE
DEL AMO HOSPITAL, INC.	CA
EMERALD COAST BEHAVIORAL HOSPITAL, LLC	DE
FORT DUNCAN MEDICAL CENTER, L.P.	DE
FRONTLINE BEHAVIORAL HEALTH, INC.	DE
FRONTLINE HOSPITAL, LLC	DE
FRONTLINE RESIDENTIAL TREATMENT CENTER, LLC	DE
HHC DELAWARE, INC.	DE
HHC PENNSYLVANIA, LLC	DE
HICKORY TRAIL HOSPITAL, L.P.	DE
HORIZON HEALTH CORPORATION	DE
HORIZON HEALTH HOSPITAL SERVICES, LLC	DE
HORIZON MENTAL HEALTH MANAGEMENT, LLC	TX
KEYS GROUP HOLDINGS LLC	DE
KEYSTONE NPS LLC	CA
KEYSTONE/CCS PARTNERS LLC	DE
KINGWOOD PINES HOSPITAL, LLC	TX
KMI ACQUISITION, LLC	DE
LANCASTER HOSPITAL CORPORATION	CA
LAUREL OAKS BEHAVIORAL HEALTH CENTER, INC.	DE
MANATEE MEMORIAL HOSPITAL, L.P.	DE
MCALLEN HOSPITALS, L.P.	DE
MCALLEN MEDICAL CENTER, INC.	DE
MERION BUILDING MANAGEMENT, INC.	DE
MERRIDELL ACHIEVEMENT CENTER, INC.	TX
NEURO INSTITUTE OF AUSTIN, L.P.	TX
NORTHWEST TEXAS HEALTHCARE SYSTEM, INC.	TX
OCALA BEHAVIORAL HEALTH, LLC	DE
PALMETTO BEHAVIORAL HEALTH HOLDINGS, LLC	DE
PENDLETON METHODIST HOSPITAL, L.L.C.	DE
PREMIER BEHAVIORAL SOLUTIONS OF FLORIDA, INC.	DE
PREMIER BEHAVIORAL SOLUTIONS, INC.	DE
PSYCHIATRIC SOLUTIONS HOSPITALS, LLC	DE
PSYCHIATRIC SOLUTIONS, INC.	DE
RAMSAY MANAGED CARE, LLC	DE
RAMSAY YOUTH SERVICES OF GEORGIA, INC.	DE
RIVEREDGE HOSPITAL HOLDINGS, INC.	DE
SHADOW MOUNTAIN BEHAVIORAL HEALTH SYSTEM, LLC	DE
SHC-KPH, LP	TX
SPRINGFIELD HOSPITAL, INC.	DE
STONINGTON BEHAVIORAL HEALTH, INC.	DE
TBD ACQUISITION, LLC	DE
TBJ BEHAVIORAL CENTER, LLC	DE
TEXAS CYPRESS CREEK HOSPITAL, L.P.	TX
TEXAS HOSPITAL HOLDINGS, INC.	DE
TEXAS LAUREL RIDGE HOSPITAL, L.P.	TX
TEXAS SAN MARCOS TREATMENT CENTER, L.P.	TX
TEXAS WEST OAKS HOSPITAL, L.P.	TX
TOLEDO HOLDING CO., LLC	DE
TWO RIVERS PSYCHIATRIC HOSPITAL, INC.	DE
UHS CHILDREN SERVICES, INC.	DE

Registrant Subsidiary Guarantor	State or Other Jurisdiction of Incorporation or Formation
UHS KENTUCKY HOLDINGS, L.L.C.	DE
UHS OF ANCHOR, L.P.	DE
UHS OF BENTON, INC.	DE
UHS OF BOWLING GREEN, LLC	DE
UHS OF CENTENNIAL PEAKS, L.L.C.	DE
UHS OF CORNERSTONE HOLDINGS, INC.	DE
UHS OF CORNERSTONE, INC.	DE
UHS OF D.C., INC.	DE
UHS OF DELAWARE, INC.	DE
UHS OF DENVER, INC.	DE
UHS OF DOVER, L.L.C.	DE
UHS OF DOYLESTOWN, L.L.C.	DE
UHS OF FAIRMOUNT, INC.	DE
UHS OF GEORGIA HOLDINGS, INC.	DE
UHS OF GEORGIA, INC.	DE
UHS OF GREENVILLE, INC.	DE
UHS OF LAKESIDE, LLC	DE
UHS OF LAUREL HEIGHTS, L.P.	DE
UHS OF PARKWOOD, INC.	DE
UHS OF PEACHFORD, L.P.	DE
UHS OF PROVO CANYON, INC.	DE
UHS OF PUERTO RICO, INC.	DE
UHS OF RIDGE, LLC	DE
UHS OF ROCKFORD, LLC	DE
UHS OF SALT LAKE CITY, L.L.C.	DE
UHS OF SAVANNAH, L.L.C.	DE
UHS OF SPRING MOUNTAIN, INC.	DE
UHS OF SPRINGWOODS, L.L.C.	DE
UHS OF SUMMITRIDGE, L.L.C.	DE
UHS OF TEXOMA, INC.	DE
UHS OF TIMBERLAWN, INC.	TX
UHS OF TIMPANOGOS, INC.	DE
UHS OF WYOMING, INC.	DE
UHS SAHARA, INC.	DE
UHS-CORONA, INC.	DE
UNIVERSAL HEALTH SERVICES OF PALMDALE, INC.	DE
UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC.	CA
VALLE VISTA, LLC	DE
WEKIVA SPRINGS CENTER, LLC	DE
WILLOW SPRINGS, LLC	DE
WINDMOOR HEALTHCARE OF PINELLAS PARK, INC.	DE

Exhibit 5.2

Universal Health Services, Inc.
367 South Gulph Road
P.O. Box 61558
King of Prussia, PA 19406

April 1, 2011

Universal Health Services, Inc.
and the Subsidiary Guarantors
367 South Gulph Road
King of Prussia, Pennsylvania 19406

Ladies and Gentlemen:

I am General Counsel to Universal Health Services, Inc., a Delaware corporation (the "Company") and the Subsidiary Guarantors (as defined below) and am delivering this opinion in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Company and the Subsidiary Guarantors with the United States Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Act"). The Registration Statement relates to the registration under the Act of (i) the offering and issuance of $250,000,000 aggregate principal amount of the Company's 7% Senior Notes due 2018 (the "Exchange Notes") in exchange for a like principal amount of the Company's issued and outstanding 7% Senior Notes due 2018 (the "Outstanding Notes") as described in the Registration Statement (the "Exchange Offer") and (ii) the guarantees of the Exchange Notes (the "Guarantees") of the subsidiaries of the Company identified as registrant subsidiary guarantors in the Registration Statement (the "Subsidiary Guarantors"). The Outstanding Notes were issued, and the Exchange Notes will be issued, under an Indenture (the "Indenture"), dated as of September 29, 2010, between the Company, as successor by merger to UHS Escrow Corporation, and Union Bank, N.A., as trustee (the "Trustee"), as amended by the Supplemental Indenture, dated as of November 15, 2010, among the Company, the Trustee and the Subsidiary Guarantors. The Subsidiary Guarantors that are incorporated or organized under the laws of states other than the States of California, Delaware and Texas are identified in Schedule A hereto (the "Applicable Subsidiary Guarantors").

In connection with this opinion, I have examined originals or copies of the Indenture and such corporate, limited liability company or partnership records of the Applicable Subsidiary Guarantors, certificates and other communications of public officials, and such other documents and questions of law as I have considered necessary or appropriate for the purposes of this opinion, and advise you that, in my opinion, each of the Indenture and the Guarantee of each Applicable Subsidiary Guarantor has been duly authorized by such Applicable Subsidiary Guarantor.

I am admitted to practice law in the State of Florida and have an In-House Corporate Counsel License in the State of Pennsylvania and I express no opinion as to the laws of any jurisdiction, domestic or foreign, other than the federal laws of the United States of

America and the laws of the states or commonwealths of incorporation or organization of the Applicable Subsidiary Guarantors, as to which I have investigated such questions of law as I have deemed appropriate for purposes of the opinion expressed herein, in each case as in effect on the date hereof.

I hereby consent to the filing of this opinion as Exhibit 5.2 to the Registration Statement and the reference to me under the caption “Legal Matters” in the prospectus contained therein. This consent is not to be construed as an admission that I am a party whose consent is required to be filed with the Registration Statement under Section 7 of the Act.

Very truly yours,

/s/ MATTHEW D. KLEIN

Matthew D. Klein
General Counsel

Schedule A

Applicable Subsidiary Guarantors

Exact Name of Registrant Subsidiary Guarantor	State or Other Jurisdiction of Incorporation or Formation
AIKEN REGIONAL MEDICAL CENTERS, INC.	SC
ALLIANCE HEALTH CENTER, INC.	MS
ALTERNATIVE BEHAVIORAL SERVICES, INC.	VA
AUBURN REGIONAL MEDICAL CENTER, INC.	WA
BENCHMARK BEHAVIORAL HEALTH SYSTEM, INC.	UT
BHC ALHAMBRA HOSPITAL, INC.	TN
BHC BELMONT PINES HOSPITAL, INC.	TN
BHC FAIRFAX HOSPITAL, INC.	TN
BHC FOX RUN HOSPITAL, INC.	TN
BHC FREMONT HOSPITAL, INC.	TN
BHC HEALTH SERVICES OF NEVADA, INC.	NV
BHC HERITAGE OAKS HOSPITAL, INC.	TN
BHC INTERMOUNTAIN HOSPITAL, INC.	TN
BHC MONTEVISTA HOSPITAL, INC.	NV
BHC OF INDIANA, GENERAL PARTNERSHIP	TN
BHC PINNACLE POINTE HOSPITAL, INC.	TN
BHC PROPERTIES, LLC	TN
BHC SIERRA VISTA HOSPITAL, INC.	TN
BHC STREAMWOOD HOSPITAL, INC.	TN
BRENTWOOD ACQUISITION, INC.	TN
BRYNN MARR HOSPITAL, INC.	NC
CCS/LANSING, INC.	MI
CHILDREN'S COMPREHENSIVE SERVICES, INC.	TN
COLUMBUS HOSPITAL PARTNERS, LLC	TN
CUMBERLAND HOSPITAL, LLC	VA
FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH	VA
FIRST HOSPITAL PANAMERICANO, INC.	PR
GREAT PLAINS HOSPITAL, INC.	MO
H.C. CORPORATION	AL
H.C. PARTNERSHIP	AL
HAVENWYCK HOSPITAL INC.	MI
HHC AUGUSTA, INC.	GA
HHC CONWAY INVESTMENT, INC.	SC
HHC FOCUS FLORIDA, INC.	FL
HHC POPLAR SPRINGS, INC.	VA
HHC RIVER PARK, INC.	WV
HHC ST. SIMONS, INC.	GA
HOLLY HILL HOSPITAL, LLC	TN
HSA HILL CREST CORPORATION	AL
KEYSTONE CONTINUUM, LLC	TN
KEYSTONE EDUCATION AND YOUTH SERVICES, LLC	TN
KEYSTONE MARION, LLC	VA
KEYSTONE NEWPORT NEWS, LLC	VA
KEYSTONE RICHLAND CENTER, LLC	OH
KEYSTONE WSNC, L.L.C.	NC
KEYSTONE MEMPHIS, LLC	TN
KIDS BEHAVIORAL HEALTH OF UTAH, INC.	UT
LA AMISTAD RESIDENTIAL TREATMENT CENTER, LLC	FL
LEBANON HOSPITAL PARTNERS, LLC	TN
MICHIGAN PSYCHIATRIC SERVICES, INC.	MI
NORTH SPRING BEHAVIORAL HEALTHCARE, INC.	TN
NORTHERN INDIANA PARTNERS, LLC	TN
OAK PLAINS ACADEMY OF TENNESSEE, INC.	TN
PALMETTO BEHAVIORAL HEALTH SYSTEM, L.L.C.	SC
PALMETTO LOWCOUNTRY BEHAVIORAL HEALTH, L.L.C.	SC
PARK HEALTHCARE COMPANY	TN
PENNSYLVANIA CLINICAL SCHOOLS, INC.	PA
PSI SURETY, INC.	SC
PSJ ACQUISITION, LLC	ND
PSYCHIATRIC SOLUTIONS OF VIRGINIA, INC.	TN

Exact Name of Registrant Subsidiary Guarantor	State or Other Jurisdiction of Incorporation or Formation
RIVER OAKS, INC.	LA
ROLLING HILLS HOSPITAL, LLC	TN
SAMSON PROPERTIES, LLC	FL
SOUTHEASTERN HOSPITAL CORPORATION	TN
SP BEHAVIORAL, LLC	FL
SPARKS FAMILY HOSPITAL, INC.	NV
SUMMIT OAKS HOSPITAL, INC.	NJ
SUNSTONE BEHAVIORAL HEALTH, LLC	TN
TENNESSEE CLINICAL SCHOOLS, LLC	TN
THE ARBOUR, INC.	MA
THE BRIDGEWAY, INC.	AR
THE NATIONAL DEAF ACADEMY, LLC	FL
THE PINES RESIDENTIAL TREATMENT CENTER, INC.	VA
THREE RIVERS BEHAVIORAL HEALTH, LLC	SC
THREE RIVERS HEALTHCARE GROUP, LLC	SC
TURNING POINT CARE CENTER, INC.	GA
UHS HOLDING COMPANY, INC.	NV
UHS OF FULLER, INC.	MA
UHS OF HAMPTON, INC.	NJ
UHS OF HARTGROVE, INC.	IL
UHS OF NEW ORLEANS, INC.	LA
UHS OF OKLAHOMA, INC.	OK
UHS OF PENNSYLVANIA, INC.	PA
UHS OF RIVER PARISHES, INC.	LA
UHS OF WESTWOOD PEMBROKE, INC.	MA
UHS OKLAHOMA CITY LLC	OK
UNITED HEALTHCARE OF HARDIN, INC.	TN
UNIVERSITY BEHAVIORAL, LLC	FL
VALLE VISTA HOSPITAL PARTNERS, LLC	TN
VALLEY HOSPITAL MEDICAL CENTER, INC.	NV
WELLINGTON REGIONAL MEDICAL CENTER, INCORPORATED	FL
WELLSTONE REGIONAL HOSPITAL ACQUISITION, LLC	IN
WINDMOOR HEALTHCARE INC.	FL
ZEUS ENDEAVORS, LLC	FL

Exhibit 12.1

Universal Health Services, Inc. and Subsidiaries
Computation of Ratio of Earnings to Fixed Charges
(Dollar amounts in thousands)

	12 months ended December 31				
	2010	**2009**	**2008**	**2007**	**2006**
Earnings					
Income from continuing operations before income taxes	$428,097	$474,722	$357,012	$318,628	$289,937
Fixed charges	110,869	80,667	84,377	83,455	58,346
Amortization of capitalized interest	2,118	1,460	1,417	885	885
	541,084	556,849	442,806	402,968	349,168
Fixed Charges					
Interest expense	77,600	45,810	53,207	51,626	32,558
Capitalized interest	7,641	11,565	7,899	9,229	3,403
Interest portion of lease/rental expense	25,628	23,292	23,271	22,600	21,203
Amortization of debt issuance costs	0	0	0	0	1,181
	110,869	80,667	84,377	83,455	58,345
Fixed charge coverage ratio	4.9	6.9	5.2	4.8	6.0

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of Universal Health Services, Inc. of our report dated February 28, 2011, except with respect to our opinion on the consolidated financial statements insofar as it relates to the condensed consolidating financial information included in Note 13 as to which the date is April 1, 2011, relating to the financial statements, and the effectiveness of internal control over financial reporting of Universal Health Services, Inc., which appears in Universal Health Services, Inc. Current Report on Form 8-K dated April 1, 2011. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Philadelphia, PA

April 1, 2011

Exhibit 23.4

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-4) of Universal Health Services, Inc. of our report dated February 25, 2010, with respect to the consolidated financial statements of Psychiatric Solutions, Inc. and the effectiveness of internal control over financial reporting of Psychiatric Solutions, Inc., included in Psychiatric Solutions, Inc.'s Annual Report (Form 10-K) for the year ended December 31, 2009, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Nashville, Tennessee
April 1, 2011

UNITED STATES
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)**

UNION BANK, N.A.
(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation or organization if not a U.S. national bank)	**94-0304228** (I.R.S. Employer Identification No.)
400 California Street **San Francisco, California** (Address of principal executive offices)	**94104** (Zip code)

General Counsel
Union Bank, N.A.
400 California Street
Corporate Trust - 12th Floor
San Francisco, CA 94104
(415) 765-2945
(Name, address and telephone number of agent for service)

UNIVERSAL HEALTH SERVICES, INC.
(Exact name of obligor as specified in its charter)
(See attached table of Additional Obligors)

Delaware (State or other jurisdiction of incorporation or organization)	**23-2077891** (I.R.S. Employer Identification No.)
Universal Corporate Center **367 South Gulph Road** **King of Prussia, Pennsylvania** (Address of principal executive offices)	**19406** (Zip code)

7% Senior Notes due 2018
(Title of the indenture securities)

TABLE OF ADDITIONAL OBLIGORS(1)

Exact Name of Additional Obligor	State or Other Jurisdiction of Incorporation or Organization	IRS Employer Identification Number
AIKEN REGIONAL MEDICAL CENTERS, INC.	SC	23-2791808
ALLIANCE HEALTH CENTER, INC.	MS	64-0777521
ALTERNATIVE BEHAVIORAL SERVICES, INC.	VA	54-1757063
ASSOCIATED CHILD CARE EDUCATIONAL SERVICES, INC.	CA	68-0227018
ATLANTIC SHORES HOSPITAL, LLC	DE	20-3788069
AUBURN REGIONAL MEDICAL CENTER, INC.	WA	51-0263246
BEHAVIORAL HEALTHCARE LLC	DE	62-1516830
BENCHMARK BEHAVIORAL HEALTH SYSTEM, INC.	UT	93-0893928
BHC ALHAMBRA HOSPITAL, INC.	TN	62-1658521
BHC BELMONT PINES HOSPITAL, INC.	TN	62-1658523
BHC FAIRFAX HOSPITAL, INC.	TN	62-1658528
BHC FOX RUN HOSPITAL, INC.	TN	62-1658531
BHC FREMONT HOSPITAL, INC.	TN	62-1658532
BHC HEALTH SERVICES OF NEVADA, INC.	NV	88-0300031
BHC HERITAGE OAKS HOSPITAL, INC.	TN	62-1658494
BHC HOLDINGS, INC.	DE	92-0189593
BHC INTERMOUNTAIN HOSPITAL, INC.	TN	62-1658493
BHC MESILLA VALLEY HOSPITAL, LLC	DE	20-2612295
BHC MONTEVISTA HOSPITAL, INC.	NV	88-0299907
BHC NORTHWEST PSYCHIATRIC HOSPITAL, LLC	DE	20-0085660
BHC OF INDIANA, GENERAL PARTNERSHIP	TN	62-1780700
BHC PINNACLE POINTE HOSPITAL, INC.	TN	62-1658502
BHC PROPERTIES, LLC	TN	62-1660875
BHC SIERRA VISTA HOSPITAL, INC.	TN	62-1658512
BHC STREAMWOOD HOSPITAL, INC.	TN	62-1658515
BRENTWOOD ACQUISITION, INC.	TN	20-0773985
BRENTWOOD ACQUISITION-SHREVEPORT, INC.	DE	20-0474854
BRYNN MARR HOSPITAL, INC.	NC	56-1317433
CANYON RIDGE HOSPITAL, INC.	CA	20-2935031
CCS/LANSING, INC.	MI	62-1681824
CEDAR SPRINGS HOSPITAL, INC.	DE	74-3081810
CHILDREN'S COMPREHENSIVE SERVICES, INC.	TN	62-1240866
COLUMBUS HOSPITAL PARTNERS, LLC	TN	62-1664739
CUMBERLAND HOSPITAL PARTNERS, LLC	DE	26-1871761
CUMBERLAND HOSPITAL, LLC	VA	02-0567575
DEL AMO HOSPITAL, INC.	CA	23-2646424
EMERALD COAST BEHAVIORAL HOSPITAL, LLC	DE	27-0720873
FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH	VA	54-1414205
FIRST HOSPITAL PANAMERICANO, INC.	PR	66-0490148
FORT DUNCAN MEDICAL CENTER, L.P.	DE	23-3044530
FRONTLINE BEHAVIORAL HEALTH, INC.	DE	72-1539453
FRONTLINE HOSPITAL, LLC	DE	72-1539530
FRONTLINE RESIDENTIAL TREATMENT CENTER, LLC	DE	72-1539254
GREAT PLAINS HOSPITAL, INC.	MO	43-1328523
H.C. CORPORATION	AL	63-0870528
H.C. PARTNERSHIP	AL	63-0862148
HAVENWYCK HOSPITAL INC.	MI	38-2409580
HHC AUGUSTA, INC.	GA	20-3854156
HHC CONWAY INVESTMENT, INC.	SC	20-3854265
HHC DELAWARE, INC.	DE	20-3854210
HHC FOCUS FLORIDA, INC.	FL	20-3798265
HHC PENNSYLVANIA, LLC	DE	20-5353753
HHC POPLAR SPRINGS, INC.	VA	20-0959684
HHC RIVER PARK, INC.	WV	20-2652863
HHC ST. SIMONS, INC.	GA	20-3854107
HICKORY TRAIL HOSPITAL, L.P.	DE	20-4976326
HOLLY HILL HOSPITAL, LLC	TN	62-1692189
HORIZON HEALTH CORPORATION	DE	75-2293354
HORIZON HEALTH HOSPITAL SERVICES, LLC	DE	20-3798133
HORIZON MENTAL HEALTH MANAGEMENT, LLC	TX	36-3709746
HSA HILL CREST CORPORATION	AL	95-3900761
KEYS GROUP HOLDINGS LLC	DE	62-1863023
KEYSTONE CONTINUUM, LLC	TN	48-1274107
KEYSTONE EDUCATION AND YOUTH SERVICES, LLC	TN	62-1842126
KEYSTONE MARION, LLC	VA	74-3108285
KEYSTONE NEWPORT NEWS, LLC	VA	32-0066225
KEYSTONE NPS LLC	CA	68-0520286

Exact Name of Additional Obligor	State or Other Jurisdiction of Incorporation or Organization	IRS Employer Identification Number
KEYSTONE RICHLAND CENTER, LLC	OH	48-1274207
KEYSTONE WSNC, L.L.C.	NC	20-1943356
KEYSTONE MEMPHIS, LLC	TN	62-1837606
KEYSTONE/CCS PARTNERS LLC	DE	73-1657607
KIDS BEHAVIORAL HEALTH OF UTAH, INC.	UT	62-1681825
KINGWOOD PINES HOSPITAL, LLC	TX	73-1726285
KMI ACQUISITION, LLC	DE	20-5048153
LA AMISTAD RESIDENTIAL TREATMENT CENTER, LLC	FL	58-1791069
LANCASTER HOSPITAL CORPORATION	CA	95-3565954
LAUREL OAKS BEHAVIORAL HEALTH CENTER, INC.	DE	52-2090040
LEBANON HOSPITAL PARTNERS, LLC	TN	62-1664738
MANATEE MEMORIAL HOSPITAL, L.P.	DE	23-2798290
MCALLEN HOSPITALS, L.P.	DE	23-3069260
MCALLEN MEDICAL CENTER, INC.	DE	23-3069210
MERION BUILDING MANAGEMENT, INC.	DE	23-2309517
MERRIDELL ACHIEVEMENT CENTER, INC.	TX	74-1655289
MICHIGAN PSYCHIATRIC SERVICES, INC.	MI	38-2423002
NEURO INSTITUTE OF AUSTIN, L.P.	TX	56-2274069
NORTH SPRING BEHAVIORAL HEALTHCARE, INC.	TN	20-1215130
NORTHERN INDIANA PARTNERS, LLC	TN	62-1664737
NORTHWEST TEXAS HEALTHCARE SYSTEM, INC.	TX	23-2238976
OAK PLAINS ACADEMY OF TENNESSEE, INC.	TN	62-1725123
OCALA BEHAVIORAL HEALTH, LLC	DE	32-0235544
PALMETTO BEHAVIORAL HEALTH HOLDINGS, LLC	DE	22-3600673
PALMETTO BEHAVIORAL HEALTH SYSTEM, L.L.C.	SC	57-1101379
PALMETTO LOWCOUNTRY BEHAVIORAL HEALTH, L.L.C.	SC	57-1101380
PARK HEALTHCARE COMPANY	TN	62-1166882
PENDLETON METHODIST HOSPITAL, L.L.C.	DE	75-3128254
PENNSYLVANIA CLINICAL SCHOOLS, INC.	PA	62-1735966
PREMIER BEHAVIORAL SOLUTIONS OF FLORIDA, INC.	DE	65-0816927
PREMIER BEHAVIORAL SOLUTIONS, INC.	DE	63-0857352
PSI SURETY, INC.	SC	42-1565042
PSJ ACQUISITION, LLC	ND	26-4314533
PSYCHIATRIC SOLUTIONS HOSPITALS, LLC	DE	62-1658476
PSYCHIATRIC SOLUTIONS OF VIRGINIA, INC.	TN	62-1732340
PSYCHIATRIC SOLUTIONS, INC.	DE	23-2491707
RAMSAY MANAGED CARE, LLC	DE	72-1249464
RAMSAY YOUTH SERVICES OF GEORGIA, INC.	DE	35-2174803
RIVER OAKS, INC.	LA	72-0687735
RIVEREDGE HOSPITAL HOLDINGS, INC.	DE	22-3682759
ROLLING HILLS HOSPITAL, LLC	TN	20-5566098
SAMSON PROPERTIES, LLC	FL	59-3653863
SHADOW MOUNTAIN BEHAVIORAL HEALTH SYSTEM, LLC	DE	43-2001465
SHC-KPH, LP	TX	73-1726290
SOUTHEASTERN HOSPITAL CORPORATION	TN	62-1606554
SP BEHAVIORAL, LLC	FL	20-5202539
SPARKS FAMILY HOSPITAL, INC.	NV	88-0159958
SPRINGFIELD HOSPITAL, INC.	DE	26-0388272
STONINGTON BEHAVIORAL HEALTH, INC.	DE	20-0687971
SUMMIT OAKS HOSPITAL, INC.	NJ	20-1021210
SUNSTONE BEHAVIORAL HEALTH, LLC	TN	80-0051894
TBD ACQUISITION, LLC	DE	20-5048087
TBJ BEHAVIORAL CENTER, LLC	DE	20-4865566
TENNESSEE CLINICAL SCHOOLS, LLC	TN	62-1715237
TEXAS CYPRESS CREEK HOSPITAL, L.P.	TX	62-1864266
TEXAS HOSPITAL HOLDINGS, INC.	DE	62-1871091
TEXAS LAUREL RIDGE HOSPITAL, L.P.	TX	43-2002326
TEXAS SAN MARCOS TREATMENT CENTER, L.P.	TX	43-2002231
TEXAS WEST OAKS HOSPITAL, L.P.	TX	62-1864265
THE ARBOUR, INC.	MA	23-2238962
THE BRIDGEWAY, INC.	AR	23-2238973
THE NATIONAL DEAF ACADEMY, LLC	FL	59-3653865
THE PINES RESIDENTIAL TREATMENT CENTER, INC.	VA	54-1465094
THREE RIVERS BEHAVIORAL HEALTH, LLC	SC	57-1106645
THREE RIVERS HEALTHCARE GROUP, LLC	SC	20-3842446
TOLEDO HOLDING CO., LLC	DE	27-0607591
TURNING POINT CARE CENTER, INC.	GA	58-1534607
TWO RIVERS PSYCHIATRIC HOSPITAL, INC.	DE	23-2279129
UHS CHILDREN SERVICES, INC.	DE	20-3577381
UHS HOLDING COMPANY, INC.	NV	23-2367472

Exact Name of Additional Obligor	State or Other Jurisdiction of Incorporation or Organization	IRS Employer Identification Number
UHS KENTUCKY HOLDINGS, L.L.C.	DE	20-5396036
UHS OF ANCHOR, L.P.	DE	23-3044975
UHS OF BENTON, INC.	DE	20-0930981
UHS OF BOWLING GREEN, LLC	DE	20-0931121
UHS OF CENTENNIAL PEAKS, L.L.C.	DE	26-3973154
UHS OF CORNERSTONE HOLDINGS, INC.	DE	20-3184635
UHS OF CORNERSTONE, INC.	DE	20-3184613
UHS OF D.C., INC.	DE	23-2896723
UHS OF DELAWARE, INC.	DE	23-2369986
UHS OF DENVER, INC.	DE	20-5227927
UHS OF DOVER, L.L.C.	DE	20-5093162
UHS OF DOYLESTOWN, L.L.C.	DE	20-8179692
UHS OF FAIRMOUNT, INC.	DE	23-3044432
UHS OF FULLER, INC.	MA	23-2801395
UHS OF GEORGIA HOLDINGS, INC.	DE	23-3044428
UHS OF GEORGIA, INC.	DE	23-3044429
UHS OF GREENVILLE, INC.	DE	23-3044427
UHS OF HAMPTON, INC.	NJ	23-2985430
UHS OF HARTGROVE, INC.	IL	23-2983574
UHS OF LAKESIDE, LLC	DE	23-3044425
UHS OF LAUREL HEIGHTS, L.P.	DE	23-3045288
UHS OF NEW ORLEANS, INC.	LA	72-0802368
UHS OF OKLAHOMA, INC.	OK	23-3041933
UHS OF PARKWOOD, INC.	DE	23-3044435
UHS OF PEACHFORD, L.P.	DE	23-3044978
UHS OF PENNSYLVANIA, INC.	PA	23-2842434
UHS OF PROVO CANYON, INC.	DE	23-3044423
UHS OF PUERTO RICO, INC.	DE	23-2937744
UHS OF RIDGE, LLC	DE	23-3044431
UHS OF RIVER PARISHES, INC.	LA	23-2238966
UHS OF ROCKFORD, LLC	DE	23-3044421
UHS OF SALT LAKE CITY, L.L.C.	DE	26-0464201
UHS OF SAVANNAH, L.L.C.	DE	20-0931196
UHS OF SPRING MOUNTAIN, INC.	DE	20-0930346
UHS OF SPRINGWOODS, L.L.C.	DE	20-5395878
UHS OF SUMMITRIDGE, L.L.C.	DE	26-2203865
UHS OF TEXOMA, INC.	DE	20-5908627
UHS OF TIMBERLAWN, INC.	TX	23-2853139
UHS OF TIMPANOGOS, INC.	DE	20-3687800
UHS OF WESTWOOD PEMBROKE, INC.	MA	23-3061361
UHS OF WYOMING, INC.	DE	20-3367209
UHS OKLAHOMA CITY LLC	OK	20-2901605
UHS SAHARA, INC.	DE	20-3955217
UHS-CORONA, INC.	DE	52-1247839
UNITED HEALTHCARE OF HARDIN, INC.	TN	62-1244469
UNIVERSAL HEALTH SERVICES OF PALMDALE, INC.	DE	23-3101502
UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC.	CA	23-3059262
UNIVERSITY BEHAVIORAL, LLC	FL	20-5202458
VALLE VISTA HOSPITAL PARTNERS, LLC	TN	62-1658516
VALLE VISTA, LLC	DE	62-1740366
VALLEY HOSPITAL MEDICAL CENTER, INC.	NV	23-2117855
WEKIVA SPRINGS CENTER, LLC	DE	20-4865588
WELLINGTON REGIONAL MEDICAL CENTER, INCORPORATED	FL	23-2306491
WELLSTONE REGIONAL HOSPITAL ACQUISITION, LLC	IN	20-3062075
WILLOW SPRINGS, LLC	DE	62-1814471
WINDMOOR HEALTHCARE INC.	FL	23-2922437
WINDMOOR HEALTHCARE OF PINELLAS PARK, INC.	DE	59-3480410
ZEUS ENDEAVORS, LLC	FL	59-3653864

(1) The address of the principal executive offices of each Additional Obligor is the same as that of Universal Health Services, Inc.

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.

The trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with Obligor. If the obligor is an affiliate of the trustee, describe each such affiliation.

Not applicable.

Items 3-15 Items 3-15 are not applicable because to the best of the trustee's knowledge, no obligor is 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.

Exhibit 1.	A copy of the Articles of Association of the Trustee as now in effect.*
Exhibit 2.	A copy of the certificate of authority of the trustee to commence business.*
Exhibit 3.	A copy of the certificate of authority of the trustee to exercise corporate trust powers.*
Exhibit 4.	A copy of the existing bylaws of the trustee.*
Exhibit 5.	Not applicable.
Exhibit 6.	The consent of the trustee required by Section 321(b) of the Trust Indenture Act of 1939.
Exhibit 7.	A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

* Exhibits 1 through 4 are incorporated herein by reference to Exhibits 1 through 4, respectively, to Form T-1 as presented in Exhibit 25.1 to registration statement on Form S-3 Registration No. 333-165578 filed with the SEC.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Union Bank, N.A., a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York on the 1st day of April, 2011.

UNION BANK, N.A.

/s/ Eva Aryeetey

Eva Aryeetey
Vice President

EXHIBIT 6

April 1, 2011

Securities and Exchange Commission
Washington, D.C. 20549

Ladies and Gentlemen:

In connection with the qualification of an indenture for debt securities between Universal Health Services, Inc., as successor by merger to UHS Escrow Corporation (the "Company"), the subsidiary guarantors party thereto and Union Bank, N.A. (the "Trustee"), the undersigned, in accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, hereby consents that reports of examinations of the undersigned by federal, state, territorial, or district authorities authorized to make such examinations may be furnished by such authorities to the Securities and Exchange Commission upon request therefor.

Very truly yours,

UNION BANK, N.A.

/s/ Eva Aryeetey

Eva Aryeetey
Vice President

LETTER OF TRANSMITTAL

With Respect to Tender of
Any and All Outstanding 7% Senior Notes due 2018
(CUSIP Nos. 902730AA8, 902730AB6 and U9034AAA3)
In Exchange For
7% Senior Notes due 2018
(CUSIP No. 902730AC4)

of

UNIVERSAL HEALTH SERVICES, INC.

Pursuant to the Prospectus dated , 2011

THIS OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2011 UNLESS EXTENDED BY UNIVERSAL HEALTH SERVICES, INC. IN ITS SOLE DISCRETION (THE "EXPIRATION DATE"). TENDERS OF OUTSTANDING NOTES MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE.

The Exchange Agent for the Exchange Offer is:

Union Bank, N.A.

By Mail:	*By Facsimile:*	*By Overnight or Hand Delivery:*
Union Bank, N.A. Corporate Trust Division Attention: Josefina Benavides 120 South San Pedro Street, Suite 410 Los Angeles, CA 90012	Union Bank, N.A. Corporate Trust Division Fax No. 213-972-5695	Union Bank, N.A. Corporate Trust Division Attention: Josefina Benavides 120 South San Pedro Street, Suite 410 Los Angeles, CA 90012

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS, OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TO A NUMBER OTHER THAN AS LISTED ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

The undersigned acknowledges receipt of the Prospectus dated , 2011 (the "Prospectus"), of Universal Health Services, Inc., a Delaware corporation (the "Company"), and this Letter of Transmittal (the "Letter of Transmittal"), which together with the Prospectus constitutes the Company's offer (the "Exchange Offer") to exchange up to $250,000,000 aggregate principal amount of its 7% Senior Notes due 2018 (the "Exchange Notes") for any and all of its outstanding 7% Senior Notes due 2018 (the "Outstanding Notes"). Recipients of the Prospectus should read the requirements described in such Prospectus with respect to eligibility to participate in the Exchange Offer. Capitalized terms used but not defined herein have the meaning given to them in the Prospectus.

The undersigned hereby tenders the Outstanding Notes described in the box entitled "Description of Outstanding Notes" below pursuant to the terms and conditions described in the Prospectus and this Letter of Transmittal. The undersigned is the registered holder of all the Outstanding Notes (the "Holder") and the undersigned represents that it has received from each beneficial owner of Outstanding Notes (the "Beneficial Owners") a duly completed and executed form of "Instruction to Registered Holder from Beneficial Owner" accompanying this Letter of Transmittal, instructing the undersigned to take the action described in this Letter of Transmittal.

PLEASE READ THIS ENTIRE LETTER OF TRANSMITTAL BEFORE CAREFULLY COMPLETING ANY BOX BELOW.

This Letter of Transmittal is to be used by a Holder if (i) certificates representing Outstanding Notes are to be forwarded herewith and (ii) a tender is made pursuant to the guaranteed delivery procedures in the section of the Prospectus entitled "The Exchange Offer—Guaranteed Delivery Procedures."

Holders that are tendering by book-entry transfer to the Exchange Agent's account at DTC can execute the tender only through ATOP for which the Exchange Offer will be eligible. DTC participants that are accepting the Exchange Offer must transmit their acceptance to DTC which will verify the acceptance and execute a book-entry delivery to the Exchange Agent's account at DTC. DTC will then send an agent's message forming part of a book-entry transfer in which the participant agrees to be bound by the terms of the Letter of Transmittal (an "Agent's Message") to the Exchange Agent for its acceptance. Transmission of the Agent's Message by DTC will satisfy the terms of the Exchange Offer as to execution and delivery of a Letter of Transmittal by the participant identified in the Agent's Message.

Any Beneficial Owner whose Outstanding Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee or custodian and who wishes to tender should contact such Holder promptly and instruct such Holder to tender on behalf of the Beneficial Owner. If such Beneficial Owner wishes to tender on its own behalf, such Beneficial Owner must, prior to completing and executing this Letter of Transmittal and delivering its Outstanding Notes, either make appropriate arrangements to register ownership of the Outstanding Notes in such Beneficial Owner's name or obtain a properly completed bond power from the Holder. The transfer of record ownership may take considerable time.

In order to properly complete this Letter of Transmittal, a Holder must (i) complete the box entitled "Description of Outstanding Notes," (ii) if appropriate, check and complete the boxes relating to book-entry transfer, guaranteed delivery, Special Issuance Instructions and Special Delivery Instructions and (iii) sign the Letter of Transmittal by completing the box entitled "Sign Here To Tender Your Outstanding Notes." In addition, each Holder should complete the attached Substitute Form W-9 or other applicable form to avoid backup withholding on any reportable payments made by the Company through the Exchange Agent. Each Holder should carefully read the detailed instructions below prior to completing the Letter of Transmittal.

Holders of Outstanding Notes who desire to tender their Outstanding Notes for exchange and (i) whose Outstanding Notes are not immediately available or (ii) who cannot deliver their Outstanding Notes, this Letter of Transmittal and all other documents required hereby to the Exchange Agent on or prior to the Expiration Date, must tender the Outstanding Notes pursuant to the guaranteed delivery procedures set forth in the section of the Prospectus entitled "The Exchange Offer—Guaranteed Delivery Procedures." See Instruction 2.

Holders of Outstanding Notes who wish to tender their Outstanding Notes for exchange must complete columns (1) through (3) in the box below entitled "Description of Outstanding Notes," and sign the box below entitled "Sign Here To Tender Your Outstanding Notes." If only those columns are completed, such Holder will have tendered for exchange all Outstanding Notes listed in column (3) below. If the Holder wishes to tender for exchange less than all of such Outstanding Notes, column (4) must be completed in full. In such case, such Holder should refer to Instruction 5.

The Exchange Offer may be extended, terminated or amended, as provided in the Prospectus. During any such extension of the Exchange Offer, all Outstanding Notes previously tendered and not withdrawn pursuant to the Exchange Offer will remain subject to such Exchange Offer.

The undersigned hereby tenders for exchange the Outstanding Notes described in the box entitled "Description of Outstanding Notes" below pursuant to the terms and conditions described in the Prospectus and this Letter of Transmittal.

DESCRIPTION OF OUTSTANDING NOTES			
(1) Name(s) and Address(es) of Holder(s) (Please fill in, if blank)	**(2) Certificate Number(s)**	**(3) Aggregate Principal Amount Represented by Certificate(s)(A)**	**(4) Principal Amount Tendered for Exchange(B)**
	Total Principal Amounts of Notes		

(A) Unless indicated in this column, any tendering Holder will be deemed to have tendered the entire aggregate principal amount represented by the Outstanding Notes indicated in the column labeled "Aggregate Principal Amount Represented by Certificate(s)." See Instruction 5.

(B) The minimum permitted tender is $2,000 in principal amount of Outstanding Notes. All other tenders must be in integral multiples of $1,000.

☐ CHECK HERE IF TENDERED OUTSTANDING NOTES ARE ENCLOSED HEREWITH.

☐ CHECK HERE IF TENDERED OUTSTANDING NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY ENCLOSED HEREWITH AND COMPLETE THE FOLLOWING (FOR USE BY ELIGIBLE INSTITUTIONS ONLY):

Name(s) of Registered Holder(s): _____

Date of Execution of Notice of Guaranteed Delivery: _____

Window Ticket Number (if any): _____

Name of Institution that Guaranteed Delivery: _____

Only Holders are entitled to tender their Outstanding Notes for exchange in the Exchange Offer. Any financial institution that is a participant in DTC's system and whose name appears on a security position listing as the record owner of the Outstanding Notes and who wishes to make book-entry delivery of Outstanding Notes as described above must complete and execute a participant's letter (which will be distributed to participants by DTC) instructing DTC's nominee to tender such Outstanding Notes for exchange. Persons who are Beneficial Owners of Outstanding Notes but are not Holders and who seek to tender Outstanding Notes should (i) contact the Holder and instruct such Holder to tender on his or her behalf, (ii) obtain and include with this Letter of Transmittal Outstanding Notes properly endorsed for transfer by the Holder or accompanied by a properly completed bond power from the Holder, with signatures on the endorsement or bond power guaranteed by a firm that is an eligible guarantor institution within the meaning of Rule 17Ad-15 under the Exchange Act, including a firm that is a member of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, a commercial bank or trading company having an office in the United States or certain other eligible guarantors (each, an "Eligible Institution"), or (iii) effect a record transfer of such Outstanding Notes from the Holder to such Beneficial Owner and comply with the requirements applicable to Holders for tendering Outstanding Notes prior to the Expiration Date. See the section of the Prospectus entitled "The Exchange Offer—Procedures for Tendering."

☐ CHECK HERE AND FILL IN YOUR NAME AND ADDRESS BELOW IF YOU ARE A BROKER- DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: _____

Address: _____

_____

_____

SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

SPECIAL ISSUANCE INSTRUCTIONS
(See instructions 1, 6, 7 and 8)

To be completed ONLY (i) if the Exchange Notes issued in exchange for the Outstanding Notes, certificates for Outstanding Notes in a principal amount not exchanged for Exchange Notes, or Outstanding Notes (if any) not tendered for exchange, are to be issued in the name of someone other than the undersigned or (ii) if Outstanding Notes tendered by book-entry transfer which are not exchanged are to be returned by credit to an account maintained at DTC.

Issue to:

Name _____
(Please Type or Print)

Address _____

_____
(Include Zip Code)

_____
(Tax Identification or Social Security Number)

Credit Outstanding Notes not exchanged and delivered by book-entry transfer to DTC account set forth below:

_____
(Account Number)

SPECIAL DELIVERY INSTRUCTIONS
(See instructions 1, 6, 7 and 8)

To be completed ONLY (i) if the Exchange Notes issued in exchange for Outstanding Notes, certificates for Outstanding Notes in a principal amount not exchanged for Exchange Notes, or Outstanding Notes (if any) not tendered for exchange, are to be mailed or delivered (i) to someone other than the undersigned or (ii) to the undersigned at an address other than the address shown below the undersigned's signature.

Mail or deliver to:

Name _____
(Please Type or Print)

Address _____

_____
(Include Zip Code)

_____
(Tax Identification or Social Security Number)

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to the Company for exchange the Outstanding Notes indicated above. Subject to, and effective upon, acceptance for exchange of the Outstanding Notes tendered for exchange herewith, the undersigned will have irrevocably sold, assigned, transferred and exchanged, to the Company, all right, title and interest in, to and under all of the Outstanding Notes tendered for exchange hereby, and hereby will have appointed the Exchange Agent as the true and lawful agent and attorney-in-fact (with full knowledge that the Exchange Agent also acts as agent of the Company) of such Holder with respect to such Outstanding Notes, with full power of substitution to (i) deliver certificates representing such Outstanding Notes, or transfer ownership of such Outstanding Notes on the account books maintained by DTC (together, in any such case, with all accompanying evidences of transfer and authenticity), to the Company, (ii) present and deliver such Outstanding Notes for transfer on the books of the Company and (iii) receive all benefits and otherwise exercise all rights and incidents of beneficial ownership with respect to such Outstanding Notes, all in accordance with the terms of the Exchange Offer. The power of attorney granted in this paragraph shall be deemed to be irrevocable and coupled with an interest.

The undersigned hereby represents and warrants (i) 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 (ii) that when such Outstanding Notes are accepted for exchange by the Company, the Company will acquire good and marketable title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. The undersigned further warrants that it will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Company to be necessary or desirable to complete the exchange, assignment and transfer of the Outstanding Notes tendered for exchange hereby. The undersigned further agrees that acceptance of any and all validly tendered Outstanding Notes by the Company and the issuance of Exchange Notes in exchange therefor shall constitute performance in full by the Company of its obligations under the Registration Rights Agreement.

By tendering, the undersigned hereby further represents to the Company that (i) the Exchange Notes to be acquired by the undersigned in exchange for the Outstanding Notes tendered hereby and any Beneficial Owner(s) of such Outstanding Notes in connection with the Exchange Offer will be acquired by the undersigned and such Beneficial Owner(s) in the ordinary course of their respective businesses, (ii) neither the undersigned nor any Beneficial Owner is participating, or has any arrangement or understanding with any person to participate, in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the Securities Act and, at the time of consummation of the Exchange Offer, neither the undersigned nor any Beneficial Owner will have any such arrangement or understanding, and if such person is not a broker-dealer, such person is not engaged in, and does not intend to engage in, the distribution of Exchange Notes, (iii) neither the undersigned nor any Beneficial Owner is an “affiliate,” as defined under Rule 405 under the Securities Act, of the Company or any of its subsidiaries and (iv) neither the undersigned nor any Beneficial Owner is acting on behalf of any persons or entities who could not truthfully make the foregoing representations. The undersigned and each Beneficial Owner acknowledge and agree that any person who is a broker-dealer registered under the Exchange Act or is participating in the Exchange Offer for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of Section 10 of the Securities Act in connection with a secondary resale transaction of the Exchange Notes acquired by such person and cannot rely on the position of the staff of the Securities and Exchange Commission set forth in *Exxon Capital Holdings Corporation*, *Morgan Stanley & Co., Incorporated* or similar no-action letters. The undersigned and each Beneficial Owner understand that a secondary resale transaction described in the preceding sentence and any resales of Exchange Notes obtained by the undersigned in exchange for the Outstanding Notes acquired by the undersigned directly from the Company should be covered by an effective registration statement containing the selling securityholder information required by Item 507 or Item 508, as applicable, of Regulation S-K under the Securities Act. Accordingly, if the undersigned cannot truthfully make any of the representations set forth in this paragraph, the undersigned understands that it may not rely on the position of the staff of the Securities and Exchange Commission set forth in above-referenced no-action letters and must comply with the registration and prospectus delivery requirements of Section 10 of the Securities Act.

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 Section 10 of the Securities Act in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering such prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. A broker-dealer may not participate in the Exchange Offer with respect to the Outstanding Notes acquired other than as a result of market-making activities or other trading activities.

For purposes of the Exchange Offer, the Company will be deemed to have accepted for exchange, and to have exchanged, validly tendered Outstanding Notes, if, as and when the Company gives oral or written notice thereof to the Exchange Agent. Tenders of Outstanding Notes for exchange may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date. See "The Exchange Offer—Withdrawal Rights" in the Prospectus. Any Outstanding Notes tendered by the undersigned and not accepted for exchange will be returned to the undersigned at the address set forth above unless otherwise indicated in the box above entitled "Special Delivery Instructions" as promptly as practicable after the Expiration Date.

The undersigned acknowledges that the Company's acceptance of Outstanding Notes validly tendered for exchange pursuant to any one of the procedures described in the section of the Prospectus entitled "The Exchange Offer" and in the instructions hereto will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Exchange Offer.

Unless otherwise indicated in the box entitled "Special Issuance Instructions," please return any Outstanding Notes not tendered for exchange in the name(s) of the undersigned. Similarly, unless otherwise indicated in the box entitled "Special Delivery Instructions," please mail any certificates for Outstanding Notes not tendered or exchanged (and accompanying documents, as appropriate) to the undersigned at the address shown below the undersigned's signature(s). In the event that both "Special Issuance Instructions" and "Special Delivery Instructions" are completed, please issue the certificates representing the Exchange Notes issued in exchange for the Outstanding Notes accepted for exchange in the name(s) of, and return any Outstanding Notes not tendered for exchange or not exchanged to, the person(s) so indicated. The undersigned recognizes that the Company has no obligation pursuant to the "Special Issuance Instructions" and "Special Delivery Instructions" to transfer any Outstanding Notes from the name of the Holder(s) thereof if the Company does not accept for exchange any of the Outstanding Notes so tendered for exchange or if such transfer would not be in compliance with any transfer restrictions applicable to such Outstanding Note(s).

In order to validly tender Outstanding Notes for exchange, Holders must complete, execute, and deliver this Letter of Transmittal.

Except as stated in the Prospectus, all authority herein conferred or agreed to be conferred shall survive the death, incapacity or dissolution of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as otherwise stated in the Prospectus, this tender for exchange of Outstanding Notes is irrevocable.

SIGN HERE TO TENDER YOUR OUTSTANDING NOTES

X _____

X _____

(Signature(s) of Owner(s))

Dated: , 2011

Must be signed by the Holder(s) exactly as name(s) appear(s) on certificate(s) representing the Outstanding Notes or on a security position listing or by person(s) authorized to become registered Outstanding Note holder(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please provide the following information. (See Instruction 6.)

Name(s): _____

(Please Type or Print)

Capacity (full title): _____

Address: _____

(Include Zip Code)

Principal place of business (if different from address listed above): _____

Area Code and Telephone Number: ( )

Tax Identification or Social Security Nos.: ( )

GUARANTEE OF SIGNATURE(S)
(SIGNATURES MUST BE GUARANTEED IF REQUIRED BY INSTRUCTION 1.)

Authorized Signature: _____

Name and title: _____

(Please Type or Print)

Name of Firm: _____

Address: _____

(Include Zip Code)

Area Code and Telephone Number: ( )

Dated: , 2011

IMPORTANT: COMPLETE AND SIGN THE IRS FORM W-9 IN THIS LETTER OF TRANSMITTAL OR PROVIDE A FORM W-8, AS APPLICABLE.

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Exchange Offer

1. ***Guarantee of Signatures***. Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by an institution which is (1) a member of a registered national securities exchange or of the Financial Industry Regulatory Authority, (2) a commercial bank or trust company having an office or correspondent in the United States, or (3) an Eligible Institution that is a member of one of the following recognized Signature Guarantee Programs:

(a) The Securities Transfer Agents Medallion Program (STAMP);

(b) The New York Stock Exchange Medallion Signature Program (MSP); or

(c) The Stock Exchange Medallion Program (SEMP).

Signatures on this Letter of Transmittal need not be guaranteed (i) if this Letter of Transmittal is signed by the Holder(s) of the Outstanding Notes tendered herewith and such Holder(s) have not completed the box entitled "Special Issuance Instructions" or the box entitled "Special Delivery Instructions" on this Letter of Transmittal or (ii) if such Outstanding Notes are tendered for the account of an Eligible Institution. In all other cases, all signatures must be guaranteed by an Eligible Institution.

2. ***Delivery of this Letter of Transmittal and Outstanding Notes; Guaranteed Delivery Procedures***. This Letter of Transmittal is to be completed by Holders if certificates representing Outstanding Notes are to be forwarded herewith. All physically delivered Outstanding Notes, as well as a properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof) and any other required documents, must be received by the Exchange Agent at its address set forth herein prior to the Expiration Date or the tendering holder must comply with the guaranteed delivery procedures set forth below. Delivery of the documents to DTC does not constitute delivery to the Exchange Agent.

The method of delivery of Outstanding Notes, this Letter of Transmittal and all other required documents to the Exchange Agent is at the election and risk of the Holder. Except as otherwise provided below, the delivery will be deemed made only when actually received or confirmed by the Exchange Agent. Instead of delivery by mail, it is recommended that Holders use an overnight or hand delivery service, properly insured. In all cases, sufficient time should be allowed to assure delivery to the Exchange Agent before the Expiration Date. Neither this Letter of Transmittal nor any Outstanding Notes should be sent to the Company. Holders may request their respective brokers, dealers, commercial banks, trust companies or nominees to effect the above transactions for such Holders.

Holders of Outstanding Notes who elect to tender Outstanding Notes and (i) whose Outstanding Notes are not immediately available or (ii) who cannot deliver the Outstanding Notes, this Letter of Transmittal or other required documents to the Exchange Agent prior to the Expiration Date must tender their Outstanding Notes according to the guaranteed delivery procedures set forth in the Prospectus. Holders may have such tender effected if:

(a) such tender is made through an Eligible Institution;

(b) prior to 5:00 p.m., New York City time, on the Expiration Date, the Exchange Agent has received from such Eligible Institution a properly completed and duly executed Notice of Guaranteed Delivery, setting forth the name and address of the Holder, the certificate number(s) of such Outstanding Notes and the principal amount of Outstanding Notes tendered for exchange, stating that tender is being made thereby and guaranteeing that, within three New York Stock Exchange trading days after the Expiration Date, this Letter of Transmittal (or facsimile thereof), together with the certificate(s) representing such Outstanding Notes (or a Book-Entry Confirmation), in proper form for transfer, and any other documents required by this Letter of Transmittal, will be deposited by such Eligible Institution with the Exchange Agent; and

(c) a properly executed Letter of Transmittal (or facsimile thereof), as well as the certificate(s) for all tendered Outstanding Notes in proper form for transfer or a Book-Entry Confirmation, together with any other documents required by this Letter of Transmittal, are received by the Exchange Agent within three New York Stock Exchange trading days after the Expiration Date.

No alternative, conditional or contingent tenders will be accepted. All tendering Holders, by execution of this Letter of Transmittal (or facsimile thereof), waive any right to receive notice of the acceptance of their Outstanding Notes for exchange.

3. ***Inadequate Space***. If the space provided in the box entitled "Description of Outstanding Notes" above is inadequate, the certificate numbers and principal amounts of the Outstanding Notes being tendered should be listed on a separate signed schedule affixed hereto.

4. ***Withdrawals***. A tender of Outstanding Notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date by delivery of written notice of withdrawal (or facsimile thereof) to the Exchange Agent at the address set forth on the cover of this Letter of Transmittal. To be effective, a notice of withdrawal of Outstanding Notes must (i) specify the name of the person who tendered the Outstanding Notes to be withdrawn (the "Depositor"), (ii) identify the Outstanding Notes to be withdrawn (including the certificate number(s) and aggregate principal amount of such Outstanding Notes), and (iii) be signed by the Holder in the same manner as the original signature on the Letter of Transmittal by which such Outstanding Notes were tendered (including any required signature guarantees). All questions as to the validity, form and eligibility (including time of receipt) of such notices will be determined by the Company in its sole discretion, whose determination shall be final and binding on all parties. Any Outstanding Notes so withdrawn will thereafter be deemed not 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. Properly withdrawn Outstanding Notes may be retendered by following one of the procedures described in the section of the Prospectus entitled "The Exchange Offer—Procedures for Tendering" at any time prior to the Expiration Date.

5. ***Partial Tenders***. Tenders of Outstanding Notes will be accepted only in denominations of $2,000 and in integral multiples of $1,000 principal amount in excess thereof. If a tender for exchange is to be made with respect to less than the entire principal amount of any Outstanding Notes, fill in the principal amount of Outstanding Notes which are tendered for exchange in column (4) of the box entitled "Description of Outstanding Notes," as more fully described in the footnotes thereto. In the case of a partial tender for exchange, a new certificate, in fully registered form, for the remainder of the principal amount of the Outstanding Notes, will be sent to the Holders unless otherwise indicated in the appropriate box on this Letter of Transmittal as promptly as practicable after the expiration or termination of the Exchange Offer.

6. ***Signatures on this Letter of Transmittal, Powers of Attorney and Endorsements***.

(a) The signature(s) of the Holder on this Letter of Transmittal must correspond with the name(s) as written on the face of the Outstanding Notes without alteration, enlargement or any change whatsoever.

(b) If tendered Outstanding Notes are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

(c) If any tendered Outstanding Notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal and any necessary or required documents as there are different registrations or certificates.

(d) When this Letter of Transmittal is signed by the Holder listed and transmitted hereby, no endorsements of Outstanding Notes or bond powers are required. If, however, Outstanding Notes not tendered or not accepted, are to be issued or returned in the name of a person other than the Holder, then the Outstanding Notes transmitted hereby must be endorsed or accompanied by a properly completed bond power, in a form satisfactory to the Company, in either case signed exactly as the name(s) of the Holder(s) appear(s) on the Outstanding Notes.

Signatures on such Outstanding Notes or bond powers must be guaranteed by an Eligible Institution (unless signed by an Eligible Institution).

(e) If this Letter of Transmittal or 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 unless waived by the Company, evidence satisfactory to the Company of their authority to so act must be submitted with this Letter of Transmittal.

(f) If this Letter of Transmittal is signed by a person other than the Holder listed, the Outstanding Notes must be endorsed or accompanied by a properly completed bond power, in either case signed by such Holder exactly as the name(s) of the Holder appear(s) on the certificates. Signatures on such Outstanding Notes or bond powers must be guaranteed by an Eligible Institution (unless signed by an Eligible Institution).

7. ***Transfer Taxes***. Except as set forth in this Instruction 7, the Company will pay all transfer taxes, if any, applicable to the exchange of Outstanding Notes pursuant to the Exchange Offer. If, however, a Holder instructs us to register Exchange Notes in the name of, or requests that Outstanding Notes not tendered or not accepted be returned to, a person other than such Holder, or if a transfer tax is imposed for any reason other than the exchange of Outstanding Notes pursuant to the Exchange Offer, then the amount of such transfer taxes (whether imposed on the Holder or any other persons) will be payable by the tendering Holder. If satisfactory evidence of payment of such taxes or exemptions therefrom is not submitted with this Letter of Transmittal, the amount of any such transfer taxes will be billed directly to such tendering Holder.

8. ***Special Issuance and Delivery Instructions***. If the Exchange Notes are to be issued, or if any Outstanding Notes not tendered for exchange are to be issued or sent to someone other than the Holder or to an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Holders of Outstanding Notes tendering Outstanding Notes by book-entry transfer may request that Outstanding Notes not accepted be credited to such account maintained at DTC as such Holder may designate.

9. ***Irregularities***. All questions as to the validity, form, eligibility (including time of receipt), compliance with conditions, acceptance and withdrawal of tendered Outstanding Notes will be determined by the Company in its sole discretion, which determination shall be final and binding. The Company reserves the absolute right to reject any and all Outstanding Notes not properly tendered or any Outstanding Notes the Company's acceptance of which would, in the opinion of counsel for the Company, be unlawful. The Company also reserves the right to waive any defects, irregularities or conditions of tender as to particular Outstanding Notes. The Company's interpretation of the terms and conditions of the Exchange Offer (including the instructions in this 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 such time as the Company shall determine. Although the Company intends to notify Holders of defects or irregularities with respect to tenders of Outstanding Notes, neither the Company, the Exchange Agent nor any other person shall incur any liability for failure to give such notification. Tenders of Outstanding Notes will not be deemed to have been made until such 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 this Letter of Transmittal, as soon as practicable following the Expiration Date.

10. ***Waiver of Conditions***. The Company reserves the absolute right to waive, amend or modify certain of the specified conditions as described under "The Exchange Offer—Conditions to the Exchange Offer" in the Prospectus in the case of any Outstanding Notes tendered (except as otherwise provided in the Prospectus).

11. ***Mutilated, Lost, Stolen or Destroyed Outstanding Notes***. Any tendering Holder whose Outstanding Notes have been mutilated, lost, stolen or destroyed, should contact the Exchange Agent at the address indicated herein for further instructions.

12. ***Requests for Information or Additional Copies***. Requests for information, questions related to the procedures for tendering or for additional copies of the Prospectus and this Letter of Transmittal may be directed to the Exchange Agent at the address or telephone number set forth on the cover of this Letter of Transmittal.

IMPORTANT: This Letter of Transmittal (or a facsimile thereof) together with certificates, or confirmation of book-entry or the Notice of Guaranteed Delivery, and all other required documents must be received by the Exchange Agent prior the Expiration Date.

IMPORTANT INFORMATION

Under current federal income tax law, "reportable payments" may be subject to backup withholding unless the payee provides the payor with either (i) such payee's correct taxpayer identification number ("TIN") on IRS Form W-9 (or substitute form attached hereto), certifying that the TIN provided on IRS Form W-9 is correct (or that such payee is awaiting a TIN) and that (A) such payee is exempt from backup withholding, (B) the payee has not been notified by the Internal Revenue Service that he or she is subject to backup withholding as a result of a failure to report all interest or dividends or (C) the Internal Revenue Service has notified the payee that he or she is no longer subject to backup withholding; or (ii) another adequate basis for exemption from backup withholding. If a Holder is an individual, the TIN generally is such Holder's social security number. If the Exchange Agent is not provided with the correct taxpayer identification number, the Holder may be subject to certain penalties imposed by the Internal Revenue Service.

If the Holder tendering outstanding Outstanding Notes is a United States person and does not have a taxpayer identification number, such holder should consult the Guidelines for Certification of Taxpayer Identification Number on IRS Form W-9 (the "Guidelines") for instructions on applying for a TIN, write "Applied For" in the space for the TIN in Part 1 of the Substitute Form W-9, check the box in Part 3 for "Awaiting TIN" and sign and date the Substitute Form W-9 and the Certification of Awaiting Taxpayer Identification Number set forth herein. If the Holder tendering outstanding notes does not provide such Holder's TIN to the Exchange Agent within 60 days, backup withholding will apply to any reportable payments to the Holder until such Holder furnishes such Holder's TIN to the Exchange Agent. *Note* : Writing "Applied For" on the form means that the Holder tendering outstanding notes has already applied for a TIN or that such Holder intends to apply for one in the near future.

Certain Holders (including, among others, certain foreign individuals) are not subject to these backup withholding and reporting requirements. Exempt Holders should indicate their exempt status on Substitute Form W-9 by checking the box in Part 4 labeled "Exempt from backup withholding." A foreign individual may qualify as an exempt recipient by submitting to the Exchange Agent a properly completed Internal Revenue Service Form W-8 (which the Exchange Agent will provide upon request) signed under penalty of perjury, attesting to the Holder's exempt status. See the enclosed Guidelines for additional instructions.

If backup withholding applies, the Company is required to withhold (currently at a 28% rate) from any payment made to the Holder. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service.

The Holder is required to give the Exchange Agent the TIN (e.g., social security number or employer identification number) of the record owner of the Outstanding Notes. If the Outstanding Notes are held in more than one name or are not held in the name of the actual owner, consult the enclosed Guidelines for additional guidance regarding which number to report.

The Company reserves the right in its sole discretion to take whatever steps are necessary to comply with its obligation regarding backup withholding.

PAYER'S NAME:

SUBSTITUTE **Form W-9**	**Part 1**—PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.	Social Security Number(s) OR Employer Identification Number(s)
Department of the Treasury Internal Revenue Service	**Part 2**— **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 for 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. person (including a U.S. resident alien).	**Part 3—** Awaiting TIN ☐ **Part 4—** Exempt from backup withholding ☐
Payer's Request for Taxpayer Identification Number ("TIN") and Certifications	**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 of underreporting interest or dividends on your tax return. Name _____ Address _____ **(include zip code)** SIGNATURE _____ DATE _____	

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN A $50 PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE AND BACKUP WITHHOLDING OF 28% OF ANY REPORTABLE PAYMENT PAID TO YOU. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

NOTE: YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF THE SUBSTITUTE FORM W-9.

CERTIFICATION OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration office or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, 28% of all reportable payments made to me thereafter will be withheld until I provide a taxpayer identification number to the payer.

SIGNATURE _____ **DATE** _____

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYOR.—Social Security numbers have nine digits separated by two hyphens, e.g., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen, e.g., 00-0000000. The table below will help determine the number to give the payor.

For this type of account:	Give the name* and SOCIAL SECURITY number of—
1. An individual's account	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. A revocable savings trust account (in which grantor is also trustee)	The grantor-trustee(1)
b. Any "trust" account that is not a legal or valid trust under state law	The actual owner(1)
5. Sole proprietorship or single-owner LLC account	The owner(3)

For this type of account:	Give the name and EMPLOYER IDENTIFICATION number of—
6. A valid trust, estate, or pension trust	The legal entity (do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title)(4)
7. Corporate (or LLC electing corporate status on Form 8832) account	The corporation
8. Religious, charitable, or educational organization account	The organization
9. Partnership or multi-member LLC	The partnership
10. Association, club, or other tax-exempt organization	The organization
11. A broker or registered nominee	The broker or nominee
12. 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

* If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's social security number.

(3) Show the individual name of the owner. If the owner does not have an employer identification number, furnish the owner's social security number.

(4) List first and circle the name of the legal trust, estate or pension trust.

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

Obtaining a Number

If you do not have a taxpayer identification number (or "TIN") or you do not know your number, obtain form SS-5, Application for a Social Security Number Card (for resident individuals), Form SS-4, Application for Employer Identification Number (for businesses and all other entities), Form W-7 for International Taxpayer Identification Number (for alien individuals required to file U.S. tax returns). You may obtain Form SS-5 from your local Social Security Administration Office and Forms SS-4 and W-7 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

To complete the Substitute Form W-9, if you do not have a taxpayer identification number, write "Applied For" in the space provided for the TIN in Part 1, check the box in Part 3 titled "Awaiting TIN", sign and date the Form, and give it to the requester. Generally, you will then have 60 days to obtain a taxpayer identification number and furnish it to the requester. If the payor does not receive your TIN within 60 days, backup withholding, if applicable, will begin and will continue until you furnish your TIN to the payor. Note: Checking the box titled "Awaiting TIN" means that you have already applied for a TIN OR that you intend to apply for one soon.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on ALL payments include the following:*

- An organization exempt from tax under section 501(a), or an individual retirement plan, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any political subdivision or instrumentality thereof.
- A foreign government or a political subdivision, agency or instrumentality thereof.
- An international organization or any agency or instrumentality thereof.

Payees that may be exempt from backup withholding include the following:

- A corporation;
- A foreign central bank of issue;
- A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States;
- A futures commission merchant registered with the Commodity Futures Trading Commission;
- A real estate investment trust
- An entity registered at all times during the tax year under the Investment Company Act of 1940;
- A common trust fund operated by a bank under section 584(a);
- A financial institution
- A middleman known in the investment community as a nominee or custodian; or
- A trust exempt from tax under section 664 or described in section 4947.

* Unless otherwise noted herein, all references below to section numbers or to regulations are references to the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if (i) this interest is $600 or more, (ii) the interest is paid in the course of the payor's trade or business and (iii) you have not provided your correct taxpayer identification number to the payor.
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to non-resident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.

Exempt payees described above should file a Substitute Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYOR, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, CHECK THE BOX IN PART 4 labeled "Exempt from backup withholding," SIGN AND DATE THE FORM AND RETURN IT TO THE PAYOR.

Certain payments other than interest, dividends and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A, 6042, 6045, 6050A and 6050N.

Privacy Act Notices. Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends and certain other payments. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS also may provide this information to the Department of Justice for civil and criminal litigation, and to cities, states and the District of Columbia to carry out their tax laws.

You must provide your TIN to the payor whether or not you are required to file a tax return. Payors must generally withhold 28% of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to a payor. Certain penalties also may apply.

Penalties

(1) Penalty for Failure to Furnish Taxpayer Identification Number.—If you fail to furnish your taxpayer identification number to a payor, 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.

(2) Civil Penalty for False Statements With Respect to Withholding.—If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

(3) Criminal Penalty for Falsifying Information.—If you falsify certifications or affirmations, you are subject to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

NOTICE OF GUARANTEED DELIVERY

With Respect to Tender of
Any and All Outstanding 7% Senior Notes due 2018
(CUSIP Nos. 902730AA8, 902730AB6 and U9034AAA3)
In Exchange For
7% Senior Notes due 2018
(CUSIP No. 902730AC4)

of

UNIVERSAL HEALTH SERVICES, INC.

Pursuant to the Prospectus dated , 2011

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2011, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "EXPIRATION DATE"). TENDERS MAY BE WITHDRAWN AT ANY TIME PRIOR THE EXPIRATION DATE.

The Exchange Agent for the Exchange Offer is:

Union Bank, N.A.

By Mail:	*By Facsimile:*	*By Overnight or Hand Delivery:*
Union Bank, N.A. Corporate Trust Division Attention: Josefina Benavides 120 South San Pedro Street, Suite 410 Los Angeles, CA 90012	Union Bank, N.A. Corporate Trust Division Fax No. 213-972-5695	Union Bank, N.A. Corporate Trust Division Attention: Josefina Benavides 120 South San Pedro Street, Suite 410 Los Angeles, CA 90012

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS, OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TO A NUMBER OTHER THAN AS LISTED ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

As set forth in the prospectus (the "Prospectus") dated , 2011 of Universal Health Services, Inc., a Delaware corporation (the "Company") and in the accompanying Letter of Transmittal and instructions thereto (the "Letter of Transmittal"), this form or one substantially equivalent thereto must be used to accept the Company's offer (the "Exchange Offer") to exchange new 7% Senior Notes due 2018 (the "Exchange Notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all outstanding 7% Senior Notes due 2018 (the "Oustanding Notes") if the Letter of Transmittal or any other documents required thereby cannot be delivered to the Exchange Agent, or Outstanding Notes cannot be delivered or if the procedures for book-entry transfer cannot be completed prior to the Expiration Date. This form may be delivered by a firm that is an eligible guarantor institution within the meaning of Rule 17Ad-15 under the Exchange Act, including a firm that is a member of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, a commercial bank or trading company having an office in the United States or certain other eligible guarantors (each, an "Eligible Institution"), by mail or hand delivery or transmitted via facsimile to the Exchange Agent as set forth above. Capitalized terms used but not defined herein shall have the meaning given to them in the Prospectus.

This form is not to be used to guarantee signatures. If a signature on the Letter of Transmittal is required to be guaranteed by an Eligible Institution under the instructions thereto, such signature guarantee must appear in the applicable space provided in the Letter of Transmittal.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

The undersigned hereby tenders to the Company upon the terms and subject to the conditions set forth in the Prospectus and the related Letter of Transmittal, receipt of which is hereby acknowledged, the principal amount of Outstanding Notes specified below pursuant to the guaranteed delivery procedures set forth in the section of the Prospectus entitled "The Exchange Offer—Guaranteed Delivery Procedures." By so tendering, the undersigned does hereby make, at and as of the date hereof, the representations and warranties of a tendering Holder of Outstanding Notes set forth in the Letter of Transmittal.

The undersigned understands that tenders of Outstanding Notes may be withdrawn if the Exchange Agent receives at one of its addresses specified on the cover of this Notice of Guaranteed Delivery, prior to the Expiration Date, a facsimile transmission or letter which specifies the name of the person who deposited the Outstanding Notes to be withdrawn and the aggregate principal amount of Outstanding Notes delivered for exchange, including the certificate number(s) (if any) of the Outstanding Notes, and which is signed in the same manner as the original signature on the Letter of Transmittal by which the Outstanding Notes were tendered, including any signature guarantees, all in accordance with the procedures set forth in the Prospectus.

All authority herein conferred or agreed to be conferred shall survive the death, incapacity, or dissolution of the undersigned and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

The undersigned hereby tenders the Outstanding Notes listed below:

PLEASE SIGN AND COMPLETE

Certificate Numbers of Outstanding Notes (if Available)	**Principal Amount of Outstanding Notes Tendered**

Signature(s) of registered holder(s) of Authorized Signatory

Name(s) _____

(Please Type or Print)

Title _____

Address _____

_____

_____

Area Code and Telephone No. _____

Date _____

If Outstanding Notes will be tendered by book-entry transfer, check the trust company below:

☐ The Depository Trust Company

Depository Account No.: _____

GUARANTEE
(Not To Be Used For Signature Guarantee)

The undersigned, a participant in a recognized Medallion Signature Guarantee Program, guarantees deposit with the Exchange Agent of the Letter of Transmittal (or facsimile thereof), together with the Outstanding Notes tendered hereby in 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 procedure for book-entry transfer set forth in the Prospectus, and any other required documents, all by 5:00 p.m., New York City time, on the third New York Stock Exchange trading day following the Expiration Date.

SIGN HERE

Name of Firm: _____

Authorized Signature: _____

Name and title (Please Type or Print): _____

Address: _____

Area Code and Telephone Number: ( )

_____

Date: _____

DO NOT SEND CERTIFICATES FOR OUTSTANDING NOTES WITH THIS FORM. ACTUAL SURRENDER OF CERTIFICATES FOR OUTSTANDING NOTES MUST BE MADE PURSUANT TO, AND BE ACCOMPANIED BY, A COPY OF THE PREVIOUSLY EXECUTED LETTER OF TRANSMITTAL.

INSTRUCTIONS

1. ***Delivery of this Notice of Guaranteed Delivery***. A properly completed and duly executed copy of this Notice of Guaranteed Delivery and any other documents required by this Notice of Guaranteed Delivery must be received by the Exchange Agent at one of its addresses set forth on the cover hereof prior to the Expiration Date. **The method of delivery of this Notice of Guaranteed Delivery and all other required documents to the Exchange Agent is at the election and risk of the Holder but, except as otherwise provided below, the delivery will be deemed made only when actually received by the Exchange Agent.** Instead of delivery by mail, it is recommended that Holders use an overnight or hand delivery service, properly insured, or deliver the Notice of Guaranteed Delivery and any other required documents by facsimile. If such delivery is by mail, it is recommended that the Holder use properly insured, registered mail with return receipt requested. For a full description of the guaranteed delivery procedures, see the Prospectus under the caption "The Exchange Offer—Guaranteed Delivery Procedures." In all cases, sufficient time should be allowed to assure timely delivery. No Notice of Guaranteed Delivery should be sent to the Company.

2. ***Signature on this Notice of Guaranteed Delivery; Guarantee of Signatures***. If this Notice of Guaranteed Delivery is signed by the Holder(s) referred to herein, then the signature must correspond with the name(s) as written on the face of the Outstanding Notes without alteration, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a person other than the Holder(s) listed, this Notice of Guaranteed Delivery must be accompanied by a properly completed bond power signed as the name of the Holder(s) appear(s) on the face of the Outstanding Notes without alteration, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and, unless waived by the Company, evidence satisfactory to the Company of their authority so to act must be submitted with this Notice of Guaranteed Delivery.

3. ***Requests for Assistance or Additional Copies***. Questions relating to the Exchange Offer or the procedure for consenting and tendering as well as requests for assistance or for additional copies of the Prospectus, the Letter of Transmittal and this Notice of Guaranteed Delivery, may be directed to the Exchange Agent at the address set forth on the cover hereof or to your broker, dealer, commercial bank or trust company.

LETTER TO DTC PARTICIPANTS

With Respect to Tender of
Any and All Outstanding 7% Senior Notes due 2018
(CUSIP Nos. 902730AA8, 902730AB6 and U9034AAA3)
In Exchange For
7% Senior Notes due 2018
(CUSIP No. 902730AC4)

of

UNIVERSAL HEALTH SERVICES, INC.

Pursuant to the Prospectus dated , 2011

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2011, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "EXPIRATION DATE"). TENDERS MAY BE WITHDRAWN AT ANY TIME PRIOR THE EXPIRATION DATE.

, 2011

To Brokers, Securities Dealers, Commercial Banks,
Trust Companies and Other Nominees:

Enclosed for your consideration is a Prospectus dated , 2011 (the "Prospectus") and a Letter of Transmittal (the "Letter of Transmittal") that together constitute the offer (the "Exchange Offer") of Universal Health Services, Inc., a Delaware corporation (the "Company"), to exchange up to $250,000,000 in aggregate principal amount of its 7% Senior Notes due 2018 (the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all outstanding 7% Senior Notes due 2018, 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 Letter of Transmittal for your use in connection with the tender of Outstanding Notes and for the information of your clients;
3. The Notice of Guaranteed Delivery to be used to accept the Exchange Offer if the Outstanding Notes and all other required documents cannot be delivered to the Exchange Agent prior to the Expiration Date;
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. Guidelines for Certificate of Taxpayer Identification Number on Substitute 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 , 2011, unless extended by the Company. We urge you to contact your clients as promptly as possible.

You will be reimbursed by the Company for customary mailing and handling expenses incurred by you in forwarding any of the enclosed materials to your clients.

Additional copies of the enclosed materials may be obtained from the Exchange Agent, at the address and telephone numbers set forth below.

Very truly yours,

UNIVERSAL HEALTH SERVICES, INC.

The Exchange Agent:

UNION BANK, N.A.
Corporate Trust Division
Attention: Josefina Benavides
120 So. San Pedro Street, Suite 410
Los Angeles, CA 90012
Telephone: (213) 972-5679
Fax: (213) 972-5695

NOTHING HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY PERSON AS AN AGENT OF THE COMPANY 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.

LETTER TO BENEFICIAL HOLDERS

With Respect to Tender of
Any and All Outstanding 7% Senior Notes due 2018
(CUSIP Nos. 902730AA8, 902730AB6 and U9034AAA3)
In Exchange For
7% Senior Notes due 2018
(CUSIP No. 902730AC4)

of

UNIVERSAL HEALTH SERVICES, INC.

Pursuant to the Prospectus dated , 2011

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2011, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "EXPIRATION DATE"). TENDERS MAY BE WITHDRAWN AT ANY TIME PRIOR THE EXPIRATION DATE.

, 2011

To Our Clients:

Enclosed for your consideration is a Prospectus dated , 2011 (the "Prospectus") and a Letter of Transmittal (the "Letter of Transmittal") that together constitute the offer (the "Exchange Offer") by Universal Health Services, Inc., a Delaware corporation (the "Company"), to exchange up to $250,000,000 in aggregate principal amount of its 7% Senior Notes due 2018 (the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all outstanding 7% Senior Notes due 2018, 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 Company 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 , 2011.** 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.

Instruction To Registered Holder
From Beneficial Owner of
7% Senior Notes due 2018 of

UNIVERSAL HEALTH SERVICES, INC.

The undersigned acknowledge(s) receipt of your letter and the enclosed materials referred to therein relating to the Exchange Offer of the Company. Capitalized terms used but not defined herein have the meanings ascribed 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 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 representations that (i) the undersigned's principal residence is in the state of _____(*fill in state*), (ii) the undersigned is acquiring the Exchange Notes in the ordinary course of business of the undersigned, (iii) the undersigned is not participating, and has no arrangement or understanding with any person to participate, in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the Securities Act and, at the time of consummation of the Exchange Offer, the undersigned will have no such arrangement or understanding, and if the undersigned is not a broker-dealer, the undersigned is not engaged in, and does not intend to engage in, the distribution of Exchange Notes, (iv) the undersigned is not an "affiliate," as defined in Rule 405 under the Securities Act, of the Company or any of its subsidiaries and (v) the undersigned is not acting on behalf of any persons or entities who could not truthfully make the foregoing representations. The undersigned acknowledges and agrees that any person who is a broker-dealer registered under the Exchange Act or is participating in the Exchange Offer for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of Section 10 of the Securities Act in connection with a secondary resale transaction of the Exchange Notes acquired by such person and cannot rely on the position of the staff of the Securities and Exchange Commission set forth in *Exxon Capital Holdings Corporation*, *Morgan Stanley & Co., Incorporated* or similar no-action letters (see the section of the Prospectus entitled "The Exchange Offer—Purpose and Effect"). The undersigned understands that a secondary resale transaction described in the preceding sentence and any resales of Exchange Notes obtained by the undersigned in exchange for the Outstanding Notes acquired by the undersigned directly from the Company should be covered by an effective registration statement containing the selling securityholder information required by Item 507 or Item 508, as applicable, of Regulation S-K under the Securities Act. Accordingly, if the undersigned

cannot truthfully make any of the representations set forth in this paragraph, the undersigned understands that it may not rely on the position of the staff of the Securities and Exchange Commission set forth in the above-referenced no-action letters and must comply with the registration and prospectus delivery requirements of Section 10 of the Securities Act. 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 Section 10 of the Securities Act in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering such prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

In addition, 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 to (a) to agree, on behalf of the undersigned, as set forth in the Letter of Transmittal; and (b) 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.

☐ Other (describe) .

SIGN HERE

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 _____