

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

**AMENDMENT NO. 2
TO
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
(State or other jurisdiction of
incorporation or organization)

8062
(Primary Standard Industrial
Classification Code Number)

23-2077891
(I.R.S. Employer
Identification No.)

**Universal Corporate Center
367 South Gulph Road
King of Prussia, Pennsylvania
(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) ☐

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

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.

TABLE OF ADDITIONAL REGISTRANTS(1)

<u>Exact Name of Registrant Subsidiary Guarantor</u>	<u>State or Other Jurisdiction of Incorporation or Formation</u>	<u>IRS Employer Identification Number</u>	<u>Primary Industrial Classification Code</u>
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
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

<u>Exact Name of Registrant Subsidiary Guarantor</u>	<u>State or Other Jurisdiction of Incorporation or Formation</u>	<u>IRS Employer Identification Number</u>	<u>Primary Industrial Classification Code</u>
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
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

<u>Exact Name of Registrant Subsidiary Guarantor</u>	<u>State or Other Jurisdiction of Incorporation or Formation</u>	<u>IRS Employer Identification Number</u>	<u>Primary Industrial Classification Code</u>
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
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.

EXPLANATORY NOTE

The sole purpose of this pre-effective amendment is to file certain exhibits to the Registration Statement on Form S-4 (File No. 333-173267) of Universal Health Services, Inc. and certain subsidiaries of Universal Health Services, Inc. listed as additional registrants herein. No change is made to the Registration Statement other than with respect to Item 21(a) of Part II—Exhibits and Financial Statement Schedules. Accordingly, this pre-effective amendment consists only of the facing page, this Explanatory Note and Item 21(a) of Part II, the signatures and the Exhibit Index of the Registration Statement.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

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:

<u>Exhibit No.</u>	<u>Description</u>
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.
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

<u>Exhibit No.</u>	<u>Description</u>
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.
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.
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.

<u>Exhibit No.</u>	<u>Description</u>
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.
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.

<u>Exhibit No.</u>	<u>Description</u>
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.
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.

<u>Exhibit No.</u>	<u>Description</u>
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.
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.
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.

<u>Exhibit No.</u>	<u>Description</u>
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.
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.
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.

<u>Exhibit No.</u>	<u>Description</u>
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.
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.

- 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.

<u>Exhibit No.</u>	<u>Description</u>
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.

* Previously filed

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Amendment No. 2 to the 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

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 2 to the registration statement has been signed below by the following persons in the capacities and on the dates indicated.

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/S/ ALAN B. MILLER</u> Alan B. Miller	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	April 1, 2011
<u>/S/ MARC D. MILLER</u> Marc D. Miller	Director and President	April 1, 2011
<u>*</u> Leatrice Ducat	Director	April 1, 2011
<u>*</u> John H. Herrell	Director	April 1, 2011
<u>*</u> Robert H. Hotz	Director	April 1, 2011
<u>*</u> Anthony Pantaleoni	Director	April 1, 2011
<u>Rick Santorum</u>	Director	
<u>*</u> Daniel B. Silvers	Director	April 1, 2011
<u>/S/ STEVE FILTON</u> Steve Filton	Senior Vice President, Chief Financial Officer, Chief Accounting Officer and Secretary (Principal Financial Officer and Principal Accounting Officer)	April 1, 2011

*By /S/ ALAN B. MILLER
Alan B. Miller
As Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each of the registrants has duly caused this Amendment No. 2 to the 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

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 2 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
/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
* Debra K. Osteen	Director	April 1, 2011

*By /s/ STEVE FILTON
Steve Filton
As Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each of the registrants has duly caused this Amendment No. 2 to the 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

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 2 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
/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 Amendment No. 2 to the 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**

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 2 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name
/s/ DEBRA K. OSTEEN

Debra K. Osteen

/s/ STEVE FILTON
Steve Filton

*

Larry Harrod

*By /s/ STEVE FILTON
Steve Filton
As Attorney-in-Fact

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

<u>Title</u>	<u>Date</u>
President (Principal Executive Officer), Director	April 1, 2011
Vice President (Principal Financial and Accounting Officer), Director	April 1, 2011
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 Amendment No. 2 to the 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

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 2 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ ALAN B. MILLER</u> Alan B. Miller	Chairman (Principal Executive Officer), Director	April 1, 2011
<u>/s/ STEVE FILTON</u> Steve Filton	Secretary, Chief Financial Officer, Senior Vice President (Principal Accounting and Financial Officer), Director	April 1, 2011
<u>/s/ MARC D. MILLER</u> Marc D. Miller	President, Director	April 1, 2011
<u>Rick Santorum</u>	Director	

<div> * <div> Leatrice Ducat </div> </div>	Director	April 1, 2011
<div> * <div> John H. Herrell </div> </div>	Director	April 1, 2011
<div> * <div> Robert H. Hotz </div> </div>	Director	April 1, 2011
<div> * <div> Anthony Pantaleoni </div> </div>	Director	April 1, 2011
<div> * <div> Daniel B. Silvers </div> </div>	Director	April 1, 2011

*By

/s/

ALAN B. MILLER

Alan B. Miller

As Attorney-in-Fact

INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
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.
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.

<u>Exhibit No.</u>	<u>Description</u>
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.
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.
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.

<u>Exhibit No.</u>	<u>Description</u>
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.
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.
- 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.

<u>Exhibit No.</u>	<u>Description</u>
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.
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.
- 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.

<u>Exhibit No.</u>	<u>Description</u>
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.
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.

<u>Exhibit No.</u>	<u>Description</u>
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.
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.
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.

<u>Exhibit No.</u>	<u>Description</u>
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.
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.
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.

<u>Exhibit No.</u>	<u>Description</u>
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.

* Previously filed

CERTIFICATE OF FORMATION**OF****UHS KENTUCKY HOLDINGS, L.L.C.**

1. The name of the limited liability company is UHS Kentucky Holdings, L.L.C.
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. The name of its registered agent at such address is The Corporation Trust Company.

3. The name and mailing address of the Sole Member is

UHS of Delaware, Inc.
367 South Gulph Road
King of Prussia, PA 19406

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of UHS of Dover, L.L.C. this 10th day of August 2006.



George H. Brunner, Jr.
Assistant Secretary, UHS of Delaware, Inc

DECR3 - 9560 C T System Online

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:21 AM 08/14/2006
FILED 10:13 AM 08/14/2006
SRV 060757416 - 4204502 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:18 AM 10/17/2006
FILED 10:58 AM 10/17/2006
SRV 060950056 - 4204502 FILE

**State of Delaware
Certificate of Correction
of a Limited Liability Company
to be filed pursuant to Section 18-211(a)**

1. The name of the Limited Liability Company is: UHS Kentucky Holdings, L.L.C.

2. That a Certificate of Formation _____ was filed by the Secretary of State of Delaware on August 14, 2006, and that said Certificate requires correction as permitted by Section 18-211 of the Limited Liability Company Act.

3. The inaccuracy or defect of said Certificate is: (must give specific reason)
IN WITNESS WHEREOF section contains a typographical error

4. The Certificate is hereby corrected to read as follows:
IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation
of UHS Kentucky Holdings, L.L.C. this 10th day of August 2006

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 16th day of October, A.D. 2006

By:

Authorized Person

Name: George H. Brunner, Jr.

Print or Type

UHS KENTUCKY HOLDINGS, L.L.C.
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of October 1, 2010 by UHS of Delaware, Inc., a Delaware corporation and the sole member (the "Member") of UHS Kentucky Holdings, L.L.C. 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 of Delaware, 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 August 14, 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 “UHS Kentucky Holdings, L.L.C.” 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 of Delaware, 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 of Delaware, Inc.
Its Sole Member

By: _____

JUN-02-2000 13:33

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 01:16 PM 06/02/2000
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CERTIFICATE OF LIMITED PARTNERSHIP

OF

UHS OF ANCHOR, 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 UHS of Anchor, L.P.

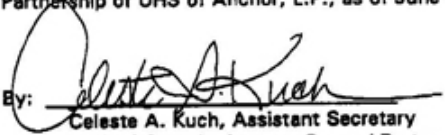
II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of each general partner is as follows:

NAME	MAILING ADDRESS
UHS of Georgia, Inc.	367 South Gulph Road King of Prussia, PA 19406

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of UHS of Anchor, L.P., as of June 2, 2000.

By:


 Celeste A. Kuch, Assistant Secretary
 UHS of Georgia, Inc., as General Partner

ARTICLES OF MERGER

Pursuant to Title 6, Section 17-211 of the Delaware Limited Partnership Act, the undersigned limited partnership executed the following Certificate of Merger:

FIRST: The name of the surviving limited partnership is UHS of Anchor, L.P. and the name of the limited liability company being merged into the surviving limited partnership is UHS of Crescent Pines, L.L.C.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the constituent limited partnership.

THIRD: The name of the surviving limited partnership is UHS of Anchor, L.P.


FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Delaware Secretary of State.

FIFTH: The Agreement of Merger is on file at 367 S. Gulph Road King of Prussia, PA 19406, the place of business of the surviving limited partnership.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving limited partnership on request, without cost, to any partner of the constituent limited partnership.

IN WITNESS WHEREOF, and surviving limited partnership has caused the Certificate of Merger to be signed by the general partner(s), this 20th day of January, 2010.

By: UHS of Georgia, Inc.,
its General Partner



Steve Filton, Vice President

**AGREEMENT OF LIMITED PARTNERSHIP
OF
UHS OF ANCHOR, L.P.**

AGREEMENT OF LIMITED PARTNERSHIP

OF

UHS OF ANCHOR, L.P.

This AGREEMENT OF LIMITED PARTNERSHIP (the “Agreement”), is made and entered into as of June 2, 2000, by and among UHS of Georgia, Inc., a Delaware corporation, as general partner (the “General Partner”), and UHS of Georgia 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 agree to form a limited partnership under the Delaware Revised Uniform Limited Partnership Act for the purpose of owning, and operating a behavioral healthcare hospital in Atlanta, GA, including Anchor Hospital (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 UHS of Anchor, 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 5454 Yorktowne Drive Atlanta, Georgia 30349.

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 1.704-1(b)(2)(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 1.704-1(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 1.704-1(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 1.704-2(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 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 – Behavioral Healthcare 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 of ten 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”: UHS of Georgia, Inc., a Delaware corporation, and its successors.

(1) “Limited Partners”: UHS of Georgia 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 1.704-2(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”: UHS of Anchor, 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 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 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:
UHS of Georgia, Inc.

By: _____
Name: _____
Title: _____

LIMITED PARTNER:
UHS of Georgia Holdings, Inc.

By: _____
Name: _____
Title: _____

**CERTIFICATE OF INCORPORATION
OF
UHS of Benton, Inc.**

1. The name of the corporation is: UHS of Benton, Inc.
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. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. 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)
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is as follows:

Celeste A. Stellabott
367 South Gulph Road
King of Prussia, PA 19406
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 25th day of March, 2004.

Celeste A. Stellabott, Sole Incorporator

AMENDED AND RESTATED**B Y L A W S****OF****UHS OF BENTON, INC.****ARTICLE I****NAME AND OFFICES**

Section 1. Name. The name of the corporation shall be UHS of Benton, 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 representatives) 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 AM 12/22/2008
FILED 09:59 AM 12/22/2008
SRV 081217774 – 3782337 FILE*

CERTIFICATE OF FORMATION

OF

UHS OF BOWLING GREEN, LLC

FIRST. The name of the limited liability company is UHS OF BOWLING GREEN, LLC.

SECOND. The address of its registered office in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name of its Registered Agent at such address is Corporation Trust Company.

THIRD. The effective date shall be December 31, 2008.

[SIGNATURE APPEARS ON NEXT PAGE]

[ILLEGIBLE]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 19 day of December, 2008.

/s/ Steve Filton

Print Name: Steve Filton

Authorized Signatory

[ILLEGIBLE]

UHS OF BOWLING GREEN, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of UHS of Bowling Green, 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 Universal Health Services, 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 “UHS of Bowling Green, 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 March 25, 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, Universal Health Services, 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.

UNIVERSAL HEALTH SERVICES, INC.

By: _____
Name: Steve Filton
Title: Senior Vice President

UHS OF BOWLING GREEN, LLC

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

\$100

7

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:17 AM 12/31/2008
FILED 10:36 AM 12/31/2008
SRV 081242814 - 4639881 FILE

CERTIFICATE OF FORMATION

OF

UHS of Centennial Peaks, L.L.C.

1. The name of the limited liability company is UHS of Centennial Peaks, L.L.C.

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. The name of its registered agent at such address is The Corporation Trust Company.

3. The name and mailing address of the Sole Member is

UHS of Denver, Inc.
367 South Gulph Road
King of Prussia, PA 19406

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of UHS of Centennial Peaks, L.L.C. this 30th day of December, 2008.



UHS of Denver, Inc.
as Sole Member

UHS OF CENTENNIAL PEAKS, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of UHS of Centennial Peaks, 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 UHS of Denver, 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 “UHS of Centennial Peaks, 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 December 31, 2008.

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, UHS of Denver, 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.

UHS OF DENVER, INC.

By: _____
Name: Steve Filton
Title: Vice President

UHS OF CENTENNIAL PEAKS, LLC

By: UHS of Denver, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

\$100

**CERTIFICATE OF INCORPORATION
OF
CORNERSTONE HOLDINGS, INC.**

1. The name of the corporation is: Cornerstone Holdings, Inc.
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. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. 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)
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is as follows:

Celeste A. Stellabott, Sole Incorporator
Universal Health Services, Inc.
367 South Gulph Road
King of Prussia, PA 19406
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 15th day of July 2005.

Celeste A. Stellabott, Sole Incorporator

UHS OF CORNERSTONE HOLDINGS, 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 in the City of King of Prussia, State of Pennsylvania, 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.

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**CERTIFICATE OF INCORPORATION
OF
UHS OF CORNERSTONE, INC.**

1. The name of the corporation is: UHS of Cornerstone, Inc.
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. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. 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)
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is as follows:

Celeste A. Stellabott, Sole Incorporator
Universal Health Services, Inc.
367 South Gulph Road
King of Prussia, PA 19406
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 15th day of July 2005.

Celeste A. Stellabott, Sole Incorporator

UHS OF CORNERSTONE, INC.

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BY-LAWS

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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 in the City of King of Prussia, State of Pennsylvania, 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.

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CERTIFICATE OF INCORPORATION

OF

UHS OF D.C., INC.

1. The name of the corporation is UHS of D.C., Inc.
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. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, 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.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, related to or useful in connection with any business of this corporation.

To acquire by purchase, subscription or otherwise, and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts, and other securities, obligations, chooses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:00 PM 04/02/1997
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To borrow or raise money for any of the purposes of the corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the corporation's property and assets, or any interest therein, wherever situated.

In general, to possess and exercise all the powers and privileges granted by the General Corporation Law of Delaware or by any other law of Delaware or by this Certificate of Incorporation together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the corporation.

The business and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this Certificate of Incorporation, but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent business and purposes.

4. The total number of shares of stock which the corporation shall have the authority to issue is One Thousand (1,000) and the par value of each of such shares is

One Dollar (\$1.00), amounting in the aggregate to One Thousand (\$1,000).

5. The name and mailing address of each incorporator is as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Bruce R. Gilbert	367 South Gulph Road P.O. Box 61558 King of Prussia, PA 19406-0958

Sherrie L. Hedrick

367 South Gulph Road
P.O. Box 61558
King of Prussia, PA 19406-0958

5. A. The name and mailing address of each person who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Alan B. Miller	367 South Gulph Road P.O. Box 61558 King of Prussia, PA 19406-0958
Kirk E. Gorman	367 South Gulph Road P.O. Box 61558 King of Prussia, PA 19406-0958
Steve Filton	367 South Gulph Road P.O. Box 61558 King of Prussia, PA 19406-0958

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or repeal the by-laws of the corporation.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By a majority of the whole board, to 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. The by-laws may provide that in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee,

to the extent provided in the resolution of the board of directors, or in the by-laws of the corporation, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or by-laws expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

When and as authorized by the stockholders in accordance with law, to sell, lease or exchange all or substantially all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including shares of stock, in, and/or other securities of, any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

8. Elections of directors need not be written ballot unless the by-laws of the corporation shall so provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) 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 by-laws of the corporation.

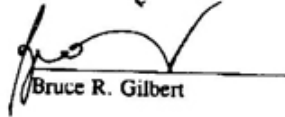
Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be

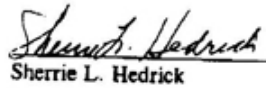
binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

9. 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 this reservation.

10. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transactions from which the director derived any improper personal benefit.

WE, THE UNDERSIGNED, being each of the incorporators 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 that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 2nd day of April, 1997.


Bruce R. Gilbert


Sherrie L. Hedrick

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**B Y - L A W S
O F
UHS OF D.C., INC.**

ARTICLE I

OFFICES

Section 1. The registered office shall be located 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, 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 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 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, UHS of D.C., 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 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.

The shareholders shall have the right to change or repeal any by-laws adopted by the directors.

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CERTIFICATE OF INCORPORATION
 OF

FILED

OCT 11 1985

UHS of Delaware, Inc.
A STOCK CORPORATION

10/11/85
[Signature]

FIRST: The name of this Corporation is UHS of Delaware, Inc.

SECOND: Its Registered Office in the state of Delaware is to be located at Corporation Trust Center, 1209 Orange St. Street, in the City of Wilmington,
 County of New Castle Zip Code 19801. The Registered Agent in charge thereof is The Corporation Trust Company

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The amount of the total authorized capital stock of this corporation is
Two Hundred Dollars (\$ 200.00) divided
 into Two Hundred shares, of one Dollars (\$ 1.00) each.

FIFTH: The name and mailing address of the incorporator are as follows:

Name Wendi Eisenhofer

Mailing Address 367 S. Gulph Rd., King of Prussia, PA 19406

Zip Code 19406

I, THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 10th day of October, A.D. 19 85

Wendi Eisenhofer
 WENDI EISENHOFER, Incorporator

8503040034 CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

UHS of DELAWARE, INC.
a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware.

OCT 21 1985

FILED

9AM

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of UHS of Delaware, Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the

Article thereof numbered " 4 " so that, as amended said Article shall be and read as follows:

" The amount of total authorized capital stock of this corporation

is One Thousand Dollars (\$1,000.) divided into one thousand shares

of One Dollar (\$1) each.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation law of the state of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said UHS of Delaware, Inc.

has caused this certificate to be signed by

Sidney Miller, its Vice

XXX President,

and Robert M. Dubbs

, its Secretary,

this 28th day of October, 19 85

BY: *Miller*
Vice - President

ATTEST: *Robert M. Dubbs*
Secretary

66002

AMENDMENT

8800350075

FILED

CERTIFICATE OF MERGER
OF
UNIVERSAL HEALTH SERVICES INFORMATION SYSTEMS, INC.
INTO
UHS OF DELAWARE, INC.

FEB 4 1988

[Signature]
SECRETARY OF STATE

The undersigned corporation organized and existing
under and by virtue of the General Corporation Law of the
State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of
each of the constituent corporations of the merger is as
follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
Universal Health Services Information Systems, Inc.	Delaware
UHS of Delaware, Inc.	Delaware

SECOND: That an agreement of merger between the
parties to the merger has been approved, adopted,
certified, executed and acknowledged by each of the
constituent corporations in accordance with the
requirements of section 251 of the General Corporation Law
of the State of Delaware.

THIRD: The name of the surviving corporation of the
merger is UHS of Delaware, Inc.

FOURTH: That the Certificate of Incorporation of UHS
of Delaware, Inc., a Delaware corporation which will


survive the merger, shall be the Certificate of
Incorporation of the surviving corporation.

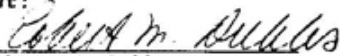
FIFTH: That the executed agreement of merger is on
file at the principal place of business of the surviving
corporation. The address of the principal place of
business of the surviving corporation is 367 South Gulph
Road, King of Prussia, PA 19406.

SIXTH: That a copy of the agreement of merger will be
furnished by the surviving corporation, on request and
without cost to any stockholder of any constituent
corporation.

Date: August 25, 1965

UHS OF DELAWARE, INC.

By: 
Sidney Miller
Vice President

Attest:
By: 
Robert M. Dubbs, Secretary

UHSISMERG

9Am.

FILED

CERTIFICATE OF MERGER

DEC 15 1988

of

UHS-QUALICARE, INC.


SECRETARY OF STATE

into

UHS OF DELAWARE, INC.

The undersigned corporation, organized and existing under and by virtue of the General Corporation Law of the State of Delaware,
DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
UHS-Qualicare, Inc.	Delaware
UHS of Delaware, Inc.	Delaware

SECOND: That an agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is UHS of Delaware, Inc.

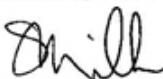
FOURTH: That the Certificate of Incorporation of UHS of Delaware, Inc., a Delaware corporation which shall survive the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 367 South Gulph Road, King of Prussia, Pennsylvania 19406.


SIXTH: That a copy of the agreement of merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

DATED: December 6, 1988

UHS of Delaware, Inc.

By: 
SIDNEY MILLER
Vice President

ATTEST:

By: 
ROBERT M. DUBBS
Secretary

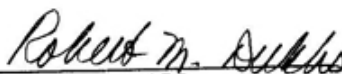
CERTMERGER

SECRETARY'S CERTIFICATE

UHS OF DELAWARE, INC.

I, Robert Dubbs, Secretary of UHS of Delaware, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such secretary, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of said corporation and having been signed on behalf of UHS-Qualicare, Inc., a corporation of the State of Delaware was duly adopted pursuant to section 228 of Title 8 of the Delaware Code by the written consent of the sole shareholder holding 1000 shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power.

WITNESS my hand on this 6th day of
December, 1988.


ROBERT M. DUBBS
Secretary

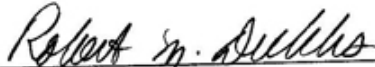
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SECRETARY'S CERTIFICATE

UHS-QUALICARE, INC.

I, Robert M. Dubbs, Secretary of UHS-Qualicare, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such secretary, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of UHS of Delaware, Inc., a corporation of the State of Delaware was duly adopted pursuant to section 228 of Title 8 of the Delaware Code by the written consent of the sole shareholder holding 138.62795 shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power.

WITNESS my hand on this 6th day of December, 1988.


ROBERT M. DUBBS
Secretary

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FILED

JUN 2 1989

CERTIFICATE OF MERGER

of

UNIVERSAL HOME HEALTH PRODUCTS, INC.

into

UHS OF DELAWARE, INC.

John H. Hinkle
SECRETARY OF STATE

The undersigned corporation, organized and existing under and by virtue of the General Corporation Law of the State of Delaware,
DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
Universal Home Health Products, Inc.	Delaware
UHS of Delaware, Inc.	Delaware

SECOND: That an agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is UHS of Delaware, Inc.

FOURTH: That the Certificate of Incorporation of UHS of Delaware, Inc., a Delaware corporation which shall survive the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 367 South Gulph Road, King of Prussia, Pennsylvania 19406.

SIXTH: That a copy of the agreement of merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

DATED: May 31, 1989

UHS of Delaware, Inc.

By: 

SIDNEY MILLER
Vice President

ATTEST:

By: 

ROBERT M. DUBBS
Secretary

CERTMERGE2

CERTIFICATE OF MERGER
AMONG
UNIVERSAL HMO, INC.
AND
UHS OF THE COLONY, INC.
AND
UHS OF DELAWARE, INC.

The undersigned corporation, organized and existing under and by
virtue of the General Corporation Law of the State of Delaware,
DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the
constituent corporations of the merger is as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
Universal HMO, Inc.	Nevada
UHS of the Colony, Inc.	Texas
UHS of Delaware, Inc.	Delaware

SECOND: That an agreement of merger among the parties to the
merger has been approved, adopted, certified, executed and
acknowledged by each of the constituent corporations in accordance
with the requirements of Section 251 and Section 252 of the General
Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is
UHS of Delaware, Inc.

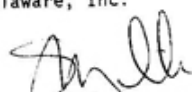
FOURTH: That the Certificate of Incorporation of UHS of
Delaware, Inc., a Delaware corporation which shall survive the
merger, shall be the Certificate of Incorporation of the surviving
corporation.

FIFTH: That the executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 367 South Gulph Road, King of Prussia, Pennsylvania 19406.

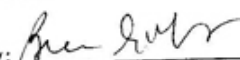
SIXTH: That a copy of the agreement of merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

DATED: May 2, 1991

UHS of Delaware, Inc.

By: 
SIDNEY MILLER
Vice President and Secretary

ATTEST:

By: 
BRUCE R. GILBERT
Assistant Secretary

CERTIFICATE OF MERGER
BETWEEN
UHS REALTY HOLDINGS, INC.
AND
UHS OF DELAWARE, INC.

The undersigned corporation, organized and existing under and by
virtue of the General Corporation Law of the State of Delaware,
DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the
constituent corporations of the merger is as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
UHS of Delaware, Inc.	Delaware
UHS Realty Holdings, Inc.	Delaware

SECOND: That an agreement of merger between the parties to the
merger has been approved, adopted, certified, executed and
acknowledged by each of the constituent corporations in accordance
with the requirements of Section 251 of the General Corporation Law
of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is
UHS of Delaware, Inc.

FOURTH: That the Certificate of Incorporation of UHS of
Delaware, Inc., a Delaware corporation which shall survive the
merger, shall be the Certificate of Incorporation of the surviving
corporation.


FIFTH: That the executed agreement of merger is on file at the
principal place of business of the surviving corporation. The
address of the principal place of business of the surviving

corporation is 367 South Gulph Road, King of Prussia, Pennsylvania
19406.

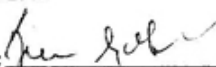
SIXTH: That a copy of the agreement of merger will be furnished
by the surviving corporation, on request and without cost, to any
stockholder of any constituent corporation.

DATED: 9/4/91

UHS of Delaware, Inc.

By: 
SIDNEY MILLER
Vice President and Secretary

ATTEST:

By: 
BRUCE R. GILBERT
Assistant Secretary

CERTIFICATE OF MERGER
BETWEEN
PANORAMA COMMUNITY HOSPITAL, INC.
AND
UHS OF DELAWARE, INC.

The undersigned corporation, organized and existing under the by virtue of the
General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent
corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
UHS of Delaware, Inc.	Delaware
Panorama Community Hospital, Inc.	Delaware

SECOND: That an agreement of merger between the parties to the merger has been
approved, adopted, certified, executed and acknowledged by each of the constituent
corporations in accordance with the requirements of Section 251 of the General Corporation
Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is UHS of Delaware,
Inc.


FOURTH: That the Certificate of Incorporation of UHS of Delaware, Inc., as
amended, a Delaware corporation which shall survive the merger, shall be the Certificate of
Incorporation of the surviving corporation.

FIFTH: That the executed agreement of merger is on file at the principal place of
business of the surviving corporation. The address of the principal place of business of the
surviving corporation is 367 South Gulph Road, King of Prussia, Pennsylvania 19406.

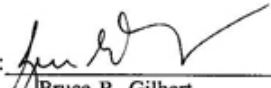
SIXTH: That a copy of the agreement of merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

Dated: October 21, 1993

UHS OF DELAWARE, INC.

By: 
Sidney Miller
Vice President and Secretary

ATTEST: -

By: 
Bruce R. Gilbert
Assistant Secretary

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CERTIFICATE OF MERGER
OF
UHS OF RIVERTON, INC.
INTO
UHS OF DELAWARE, INC.

The undersigned corporation

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

NAME	STATE OF INCORPORATION
UHS of Riverton, Inc.	Washington
UHS of Delaware, Inc.	Delaware

SECOND: That an Agreement of Merger between the parties to the merger has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with the requirements of section 252 of the General Corporation Law of Delaware.

THIRD: That the name of the surviving corporation of the merger is UHS of Delaware, Inc., a Delaware corporation.

FOURTH: That the Certificate of Incorporation of UHS of Delaware, Inc., a Delaware corporation which is surviving the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement of Merger is on file at the principal place of business of the surviving corporation, the address of which is 367 South Gulph Road,

P.O. Box 61558, King of Prussia, PA 19406

SIXTH: That a copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The authorized capital stock of each foreign corporation which is a party to the merger is as follows:

Corporation	Class	Number of Shares	Par value per share or statement that shares are without par value
UHS of Riverton, Inc.	Common	200	One Dollar (\$1.00)

Dated: December 11, 1996

UHS of Delaware, Inc.

By: Steve Filton
Steve Filton, Vice President

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B Y - L A W S
O F
UHS OF DELAWARE, INC.

ARTICLE I
OFFICES

Section 1. The registered office shall be located 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, 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 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 incorporation 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 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 representatives) 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.

**CERTIFICATE OF INCORPORATION
OF
UHS OF DENVER, INC.**

1. The name of the corporation is: UHS of Denver, Inc.
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. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. 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)
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is as follows:

Celeste A. Stellabott, Sole Incorporator
Universal Health Services, Inc.
367 South Gulph Road
King of Prussia, PA 19406
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 19th day of July 2006.

Celeste A. Stellabott, Sole Incorporator

AMENDED AND RESTATED**B Y L A W S****OF****UHS OF DENVER, INC.****ARTICLE I****NAME AND OFFICES**

Section 1. Name. The name of the corporation shall be UHS of Denver, 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 representatives) 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

UHS OF DOVER, L.L.C.

1. The name of the limited liability company is UHS of Dover, L.L.C.

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. The name of its registered agent at such address is The Corporation Trust Company.

3. The name and mailing address of the Sole Member is

UHS of Rockford, Inc.
367 South Gulph Road
King of Prussia, PA 19406

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of UHS of Dover, L.L.C. this 15th day of May 2006.

UHS of Rockford, Inc., as Sole Member

UHS OF DOVER, L.L.C.

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of UHS of Dover, 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 UHS of Rockford, 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 “UHS of Dover, 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 May 15, 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, UHS of Rockford, 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.

UHS OF ROCKFORD, LLC

By: _____
Name: Steve Filton
Title: Vice President

UHS OF DOVER, L.L.C.

By: UHS of Rockford, LLC
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

\$100

CERTIFICATE OF FORMATION

OF

UHS OF DOYLESTOWN, L.L.C.

1. The name of the limited liability company is UHS of Doylestown, L.L.C.

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. The name of its registered agent at such address is The Corporation Trust Company.

3. The name and mailing address of the Sole Member is

UHS of Pennsylvania, Inc.
367 South Gulph Road
King of Prussia, PA 19406

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of UHS of Doylestown, L.L.C. this 5th day of January 2007.

Celeste A. Stellabott, Assistant Secretary
UHS of Pennsylvania, Inc., as Sole Member

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UHS OF DOYLESTOWN, L.L.C.

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of UHS of Doylestown, 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 UHS of Pennsylvania, 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 “UHS of Doylestown, 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 January 5, 2007.

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, UHS of Pennsylvania, 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.

UHS OF PENNSYLVANIA, INC.

By: _____
Name: Steve Filton
Title: Vice President

UHS OF DOYLESTOWN, L.L.C.

By: UHS of Pennsylvania, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

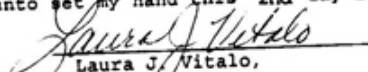
Capital Account Balance

\$100

CERTIFICATE OF INCORPORATION
 OF
 UHS of Fairmount, Inc.
 * * * * *

1. The name of the corporation is UHS of Fairmount, Inc.
 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. The name of its registered agent at such address is The Corporation Trust Company.
 3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
 4. 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 Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
 5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
 6. The name and mailing address of the sole incorporator is:

Laura J. Vitalo
 Corporation Trust Center
 1209 Orange Street
 Wilmington, Delaware 19801
 7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
 8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.
- 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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 2nd day of June 2000.


 Laura J. Vitalo,
 Sole Incorporator

AMENDED AND RESTATED**BY LAWS****OF****UHS OF FAIRMOUNT, INC.****ARTICLE I****NAME AND OFFICES**

Section 1. Name. The name of the corporation shall be UHS of Fairmount, 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 representatives) 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

Examiner

Ausgangspunkt

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth

TR

ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 156B)

ARTICLE I

The name of the corporation is:

UHS of Fuller, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To engage generally in any business which may lawfully be carried on by a corporation under Chapter 156B of the General Laws of Massachusetts, including but not limited to ownership and operation of psychiatric hospital

The healthcare facility owned & operated by Fuller Memorial Hospital will be duly licensed by the Department of Public Health, according to M.G.L. Chapter III.

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44-38861-1328 - 9/5/90

ARTICLE III

The type and classes of stock and the total number of shares and par value, if any, of each type and class of stock which the corporation is authorized to issue is as follows:

WITHOUT PAR VALUE STOCKS

TYPE	NUMBER OF SHARES
COMMON:	
PREFERRED:	

WITH PAR VALUE STOCKS

TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:	1,000	\$1.00
PREFERRED:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established with any class.

N/A

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

None.

ARTICLE VI

Other lawful provisions, if any, for the control and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, extending, or restricting the powers of the corporation, or of its directors or stockholders, or of any class of stockholders: (If there are no provisions state "None.")

None.

These articles shall be read and approved by the shareholders and they shall be signed by the shareholders and the corporation.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, the corporation shall file a statement which shall not be more than thirty days after the date of filing.

The corporation shall maintain its records in the State of Massachusetts and shall maintain a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the same with the Secretary of the Commonwealth.

ARTICLE VIII

a. The post office address of the corporation IN MASSACHUSETTS is: c/o CT Corporation System, 2 Oliver Street, Boston, MA 02109

b. The name, residence and post office address (if different) of the directors and officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Alan B. Miller	57 Crosby Brown Road Gladwyne, PA 19035	367 South Gulph Road King of Prussia, PA 19406
Treasurer:	Kirk E. Gorman	1566 Hancock Lane Wayne, PA 19087	367 South Gulph Road King of Prussia, PA 19406
Clerk:	Bruce R. Gilbert	722 Clarendon Road Penr. Valley, PA 19072	367 South Gulph Road King of Prussia, PA 19406
Directors:	Alan B. Miller	57 Crosby Brown Road Gladwyne, PA 19035	367 South Gulph Road King of Prussia, PA 19406
	Kirk E. Gorman	1566 Hancock Lane Wayne, PA 19087	367 South Gulph Road King of Prussia, PA 19406
	Thomas J. Bander	407 Rock Creek Circle Berwyn, PA 19312	367 South Gulph Road King of Prussia, PA 19406

c. The fiscal year of the corporation shall end on the last day of the month of: December

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is: C T CORPORATION SYSTEM
2 Oliver Street, Boston, Massachusetts 02109.

ARTICLE IX

By-Laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF and unto the pains and penalties of perjury, I/WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 156B and do hereby sign these Articles of Organization as incorporator(s), this 6th day of March 19 95

Bruce R. Gilbert, 367 South Gulph Road, King of Prussia, PA 19406

NOTE: If an incorporator is not present in setting up the corporation, type in the exact name of the incorporator, the state or other jurisdiction where it was formed, the name of the person signing on behalf of said corporation and the full address of the jurisdiction by which said person is known.

AMENDED AND RESTATED**BY LAWS****OF****UHS OF FULLER, INC.****ARTICLE I****NAME AND OFFICES**

Section 1. Name. The name of the corporation shall be UHS of Fuller, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the Commonwealth of Massachusetts. The Corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts 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 Massachusetts 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 Massachusetts 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 Massachusetts 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 Massachusetts.

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, Massachusetts." 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 Massachusetts, shall (i) indemnify any person (and his heirs and legal representatives) 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.

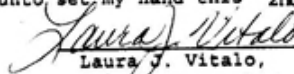
Effective Date: January 1, 2011

CERTIFICATE OF INCORPORATION
 OF

UHS of Georgia Holdings, Inc.
 * * * * *

1. The name of the corporation is UHS of Georgia Holdings, Inc.
 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. The name of its registered agent at such address is The Corporation Trust Company.
 3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
 4. 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 Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
 5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
 6. The name and mailing address of the sole incorporator is:

Laura J. Vitalo
 Corporation Trust Center
 1209 Orange Street
 Wilmington, Delaware 19801
 7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
 8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.
- 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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 2nd day of June, 2000.


 Laura J. Vitalo,
 Sole Incorporator

UHS OF GEORGIA HOLDINGS, INC.

* * * * *

B Y - L A W S

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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 in the City of King of Prussia, State of Pennsylvania, 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.

Section 2. Annual meetings of stockholders, commencing with the year

2001, shall be held on June 2nd if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10 A.M., or at 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, date and hour of the 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, 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 stockholder who is present.

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, date and hour of the 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.

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 telecommunication; 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, and the writing or writings are filed with the minutes of proceedings of the board or committee.

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 similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

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.

In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously

appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the board of directors, 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 the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the General Corporation Law of Delaware to be submitted to stockholders for approval or (ii) adopting, amending or repealing any by-law of the corporation. 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.

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.

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 said 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 treasurer.

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.

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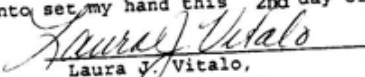
STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 01:15 PM 06/02/2000
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CERTIFICATE OF INCORPORATION
 OF
 UHS of Georgia, Inc.

* * * * *

1. The name of the corporation is UHS of Georgia, Inc.
 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. The name of its registered agent at such address is The Corporation Trust Company.
 3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
 4. 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 Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
 5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
 6. The name and mailing address of the sole incorporator is:

Laura J. Vitalo
 Corporation Trust Center
 1209 Orange Street
 Wilmington, Delaware 19801
 7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
 8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.
- 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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 2nd day of June, 2000


 Laura J. Vitalo,
 Sole Incorporator

UHS OF GEORGIA, INC.

* * * * *

B Y - L A W S

* * * * *

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 in the City of King of Prussia, State of Pennsylvania, 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.

Section 2. Annual meetings of stockholders, commencing with the year

2001, shall be held on June 2nd if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10 A.M., or at 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, date and hour of the 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, 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 stockholder who is present.

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, date and hour of the 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.

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 telecommunication; 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, and the writing or writings are filed with the minutes of proceedings of the board or committee.

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 similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

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.

In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously

appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the board of directors, 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 the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the General Corporation Law of Delaware to be submitted to stockholders for approval or (ii) adopting, amending or repealing any by-law of the corporation. 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.

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.

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 said 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 treasurer.

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.

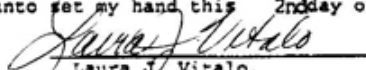
CERTIFICATE OF INCORPORATION
 OF

UHS of Greenville, Inc.

* * * * *

1. The name of the corporation is UHS of Greenville, Inc.
 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. The name of its registered agent at such address is The Corporation Trust Company.
 3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
 4. 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 Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
 5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
 6. The name and mailing address of the sole incorporator is:

Laura J. Vitalo
 Corporation Trust Center
 1209 Orange Street
 Wilmington, Delaware 19801
 7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
 8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.
- 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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 2nd day of June 2000.


 Laura J. Vitalo,
 Sole Incorporator

AMENDED AND RESTATED**BY LAWS****OF****UHS OF GREENVILLE, INC.****ARTICLE I****NAME AND OFFICES**

Section 1. Name. The name of the corporation shall be UHS of Greenville, 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 representatives) 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



**New Jersey Department of State
Division of Commercial Recording
Certificate of Incorporation, Profit**
(Title 14A:2-7 New Jersey Business Corporation Act
For Use by Domestic Profit Corporations)

C-100 Rev. 1/92

This is to Certify that, there is hereby organized a corporation under and by virtue of the above noted statute of the New Jersey Statutes.

1. Name of Corporation: UHS of Hampton, Inc.
 2. The purpose for which this corporation is organized is (are) to engage in any activity within the purposes for which corporations may be organized under NJSA 14A 1-1 et seq:

FILED

DEC 15 1998

3. Registered Agent: THE CORPORATION TRUST COMPANY
 4. Registered Office: 820 Bear Tavern Road
 West Trenton, NJ 08628

James A. DiEleuterio, Jr.
 State Treasurer

5. The aggregate number of shares which the corporation shall have the authority to issue is: 1,000
 6. If applicable, set forth the designation of each class and series of shares, the number in each, and a statement of the relative rights, preferences and limitations.

N/A

7. If applicable, set forth a statement of any authority vested in the board to divide the shares into classes or series or both and to determine or change their designation number, relative rights, preferences and limitations.

N/A

8. The first Board of Directors shall consist of 3 Directors (minimum of one).

Name	Street Address	City	State	Zip
Alan B. Miller	367 South Gulph Road,	King of Prussia,	PA	19406
Kirk E. Gorman	367 South Gulph Road,	King of Prussia,	PA	19406
Thomas J. Bender	367 South Gulph Road,	King of Prussia,	PA	19406

9. Name and Address of Incorporator(s):

Name	Street Address	City	State	Zip
Bruce R. Gilbert	367 South Gulph Road,	King of Prussia,	PA	19406
Sherrie L. Hedrick	367 South Gulph Road,	King of Prussia,	PA	19406

10. The duration of the corporation is: Perpetual
 11. Other provisions: None

12. Effective Date (Not to exceed 90 days from date of filing):

In Witness whereof, each individual incorporator being over eighteen years of age has signed this certificate, or if the Incorporator is a corporation has caused this Certificate to be signed by its duly authorized officers this 11th day of December 1998

Signature: Bruce R. Gilbert

Signature: Sherrie L. Hedrick

Signature: _____

Signature: 519648

(N. J. - 1995 - 5/24/94)

0100765967

992734

AMENDED AND RESTATED**BY LAWS****OF****UHS OF HAMPTON, INC.****ARTICLE I****NAME AND OFFICES**

Section 1. Name. The name of the corporation shall be UHS of Hampton, Inc. (the “Corporation”).

Section 2. Offices. The registered office of the Corporation shall be in the State of New Jersey. The Corporation may also have offices at such other places both within and without the State of New Jersey 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 New Jersey 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 New Jersey 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 New Jersey 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.

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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 New Jersey.

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, New Jersey." 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 New Jersey, 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 BCA-2.10 (Rev. Jan. 1995) George H. Ryan Secretary of State Department of Business Services Springfield, IL 62756 Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."	This space for use by Secretary of State <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> NOV 19 1998 GEORGE H. RYAN SECRETARY OF STATE	<div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold;">SUBMIT IN DUPLICATE!</div> This space for use by Secretary of State Date <u>11-19-98</u> Franchise Tax \$ <u>95.00</u> Filing Fee \$ <u>15.00</u> Approved: <u>Uy TDO</u>
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PAID

NOV 19 1998

1. CORPORATE NAME: UHS of Hartgrove, Inc.

(The corporate name must contain the word "corporation", "company", "Incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent: C T CORPORATION SYSTEM

Initial Registered Office:

First Name	Middle Initial	Last Name
<u>c/o C T CORPORATION SYSTEM, 208 S. La Salle Street.</u>		
Number	Street	Suite #
<u>Chicago, IL</u>	<u>60604</u>	<u>Cook</u>
City	Zip Code	County

3. Purpose or purposes for which the corporation is organized:
 (If not sufficient space to cover this point, add one or more sheets of this size.)

Own and operate a behavioral health facility.

45

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be issued	Consideration to be Received Therefor
<u>Common</u>	<u>\$ 1.00</u>	<u>1,000</u>	<u>200</u>	<u>\$ 200.00</u>
TOTAL = \$ 200.00				

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect the shares of each class are:
 (If not sufficient space to cover this point, add one or more sheets of this size.)

None

EXPEDITE!

NOV 19 1998

SECRETARY OF STAT

6021-990-7

(ILL. - 548 - 12/27/94) (over)

5. OPTIONAL: (a) Number of directors constituting the initial board of directors of the corporation: 3

(b) 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 qualify:

Name	Residential Address	City, State, ZIP
Alan B. Miller	57 Crosby Brown Road, Gladwyne, PA	19035
Kirk E. Gorman	1566 Hancock Lane, Wayne, PA	19087
Thomas J. Bender	407 Rock Creek Circle, Berwyn, PA	19312

6. OPTIONAL: (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
(b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
(c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
(d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. OPTIONAL: OTHER PROVISIONS

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated November 17, 1998.

Signature and Name
1. [Signature]
Signature
Bruce R. Gilbert
(Type or Print Name)
2. [Signature]
Signature
Sherrie L. Hedrick
(Type or Print Name)
3. _____
Signature
(Type or Print Name)

Address
1. 367 S. Gulph Rd.
Street
King of Prussia, Pa 19406
City/Town State Zip Code
2. 367 S. Gulph Rd.
Street
King of Prussia, Pa 19406
City/Town State Zip Code
3. _____
Street
City/Town State Zip Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and its execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
- The filing fee is \$75.
- The minimum total due (franchise tax + filing fee) is \$100.
(Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
Illinois Secretary of State Springfield, IL 62756
Department of Business Services Telephone (217) 782-9522 or 782-9523

AMENDED AND RESTATED**BY LAWS****OF****UHS OF HARTGROVE, INC.****ARTICLE I****NAME AND OFFICES**

Section 1. Name. The name of the corporation shall be UHS of Hartgrove, Inc. (the “Corporation”).

Section 2. Offices. The registered office of the Corporation shall be in the State of Illinois. The Corporation may also have offices at such other places both within and without the State of Illinois 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 Illinois 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 Illinois 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 Illinois 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 Illinois.

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, Illinois." 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 Illinois, shall (i) indemnify any person (and his heirs and legal representatives) 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

UHS OF LAKESIDE, LLC

FIRST. The name of the limited liability company is UHS OF LAKESIDE, LLC.

SECOND. The address of its registered office in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name of its Registered Agent at such address is The Corporation Trust Company.

THIRD. The effective date shall be April 30, 2009.

[SIGNATURE APPEARS ON NEXT PAGE]

UHS of Lakeside, LLC
MIA 33683[illegible]-3.009773 0016

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 23 day of April, 2009.

/s/ Steve Filton

Print Name: Steve Filton
Authorized Signatory

UHS of Lakeside, LLC
MIA336838-3.009773.0016

UHS OF LAKESIDE, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of UHS of Lakeside, 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 Universal Health Services, 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 State of 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 "UHS of Lakeside, 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 April 30, 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, Universal Health Systems, 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.

C. Officers. The Member may elect such officers as it may determine is reasonably necessary for the operations of the Company, which officers shall hold such positions and exercise such powers as may be determined by the Member from time to time. Any officer elected or appointed by the Member may be removed at any time with or without cause by the Member. The officers of the Company may be compensated for their services as officers of the Company as determined from time to time by the Member.

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 "Indemnatee"), 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 Indemnatee 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 Indemnatee against the Company, and it shall be exclusive of any other rights to which an Indemnatee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnatee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnatee of any rights under this section with respect to any act or omission of such Indemnatee 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.

UNIVERSAL HEALTH SYSTEMS, INC.

By: _____
Name: Steve Filton
Title: Senior Vice President

UHS OF LAKESIDE, LLC

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

\$100

7

JUN-02-2000 13:34

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 01:16 PM 06/02/2000
 001282249 - 3238563

**CERTIFICATE OF LIMITED PARTNERSHIP
 OF**

UHS OF LAUREL HEIGHTS, L.P.

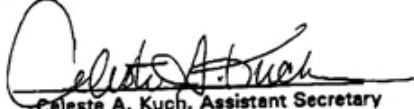
The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

- I. The name of the limited partnership is UHS of Laurel Heights, 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:

NAME	MAILING ADDRESS
UHS of Georgia, Inc.	367 South Gulph Road King of Prussia, PA 19406

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of UHS of Laurel Heights, L.P., as of June 2, 2000.

By:


 Celeste A. Kuch, Assistant Secretary
 UHS of Georgia, Inc., as General Partner

**AGREEMENT OF LIMITED PARTNERSHIP
OF
UHS OF LAUREL HEIGHTS, L.P.**

AGREEMENT OF LIMITED PARTNERSHIP

OF

UHS OF LAUREL HEIGHTS, L.P.

This AGREEMENT OF LIMITED PARTNERSHIP (the “Agreement”), is made and entered into as of June 2, 2000, by and among UHS of Georgia, Inc., a Delaware corporation, as general partner (the “General Partner”), and UHS of Georgia 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 agree to form a limited partnership under the Delaware Revised Uniform Limited Partnership Act for the purpose of owning, and operating a behavioral healthcare hospital in Atlanta, GA, including Laurel Heights Hospital (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 UHS of Laurel Heights, 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 934 Briarcliff Road, NE Atlanta, GA 30306.

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 1.704-1(b)(2)(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 1.704-1(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 1.704-1(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 1.704-2(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 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 – Behavioral Healthcare 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 of ten 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”: UHS of Georgia, Inc., a Delaware corporation, and its successors.

(1) “Limited Partners”: UHS of Georgia 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 1.704-2(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”: UHS of Laurel Heights, 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 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 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:
UHS of Georgia, Inc.

By: _____
Name: _____
Title: _____

LIMITED PARTNER:
UHS of Georgia Holdings, Inc.

By: _____
Name: _____
Title: _____

ARTICLES OF INCORPORATION

of

CHALMETTE GENERAL HOSPITAL, INC.

1 – The name of the corporation is Chalmette General Hospital, Inc.

2 – The corporation's purpose is to engage in any lawful activity for which corporations may be formed under the Business Corporation Law of Louisiana.

3 – The corporation has authority to issue ten thousand common shares without par value.

4 – The incorporator's name and address are Robert G. Stassi, 4700 One Shell Square, New Orleans 70139.

5 – Any corporate action of shareholders, including specifically, but not by way of limitation, adoption of amendments to the articles and approval thereof by class vote, approval of merger and consolidation agreements, and authorization of voluntary disposition of all or substantially all of the corporate assets, may be taken on affirmative vote of (a) a majority of the voting power present, or (b) in the case of a class vote, the holders of a majority of the shares of each class or series present or represented at the meeting.

6 – Cash, property or share dividends, shares issuable to shareholders in connection with a reclassification of stock, and the redemption price of redeemed shares, which are not claimed by the shareholders entitled thereto within one year after the dividend or redemption price became payable or the shares became issuable, despite reasonable efforts by the corporation to pay the dividend or redemption price or deliver the certificates for the shares to such shareholders within such time shall, at the expiration of such time, revert in full ownership to the corporation, and the corporation's obligation to pay such dividend or redemption price or issue such shares, as the case may be, shall thereupon cease.

7 – Any director absent from a meeting of the board or any committee thereof may be represented by any other director or shareholder, who may cast the absent director's vote according to his written instructions, general or special.

8 – Consents in writing to corporate action may be signed by shareholders having that proportion of the total voting power which would be required to authorize or constitute such action at a meeting of shareholders.

9 – Shareholders shall have preemptive rights.

10 – (a) The shares of the capital stock of this corporation may be sold, donated or bequeathed by a registered holder to his spouse, children or grandchildren free from the restrictions set forth in this article.

(b) No other transfers of the corporation's shares from the name of the holder thereof, registered on the corporation's books, shall be made, until the shares shall first have been offered for sale to the corporation and its other shareholders at the fair appraised value thereof.

(c) Upon the death of any registered shareholder of this corporation, any of the shares registered in the decedent's name which are owned by his surviving spouse, or which are inherited by or bequeathed to his spouse, children or grandchildren, may be transferred to said persons free of the restrictions set forth in this article. With respect to other shares registered in the name of the decedent, the corporation and its surviving shareholders shall have a first option to purchase such shares at the fair appraised value thereof as of the date of his death.

(d) In the event of divorce of a registered shareholder of this corporation or of any other separation of the community property of a registered shareholder of this corporation and such registered shareholder's spouse, any shares of this corporation allocated to such registered shareholder's spouse pursuant to such event shall be subject to a first option, in favor of such registered shareholder, to purchase such shares at the fair appraised value thereof, exercisable within thirty days from the date on which a final judgment entered in a court of competent jurisdiction recognizing the interest of the spouse in such shares becomes executory, or from the date of any agreement of separation of property. If such registered shareholder fails to exercise his

option within the stated period, said option shall lapse; and the corporation and/or its remaining shareholders (other than such registered shareholder's spouse) shall have a second option to purchase such shares at the fair appraised value thereof.

(e) Any offer made under paragraph (b) of this article shall be made by registered mail addressed to the corporation at its registered office. In event of acceptance of any such offer, or in event of exercise of an option under paragraphs (c) or (d) of this article, the corporation shall be obligated to purchase that number of the shares involved which it is then legally permitted to purchase, and the balance of such shares shall be prorated, as nearly as possible in proportion to their holdings, among the optionee shareholders who, within twenty days after the mailing of notice of the availability of the shares, shall have agreed to purchase their portion of such balance. If such offer is not accepted or such option is not exercised, as the case may be, in its entirety within sixty days from the date of receipt of the offer or the date of the event giving rise to the option, as the case may be, the shares involved may be transferred, without further regard for the provisions of this article, at any time within, but not after expiration of, the six-month period following the end of such sixty-day period.

(f) For all purposes of this article, the fair appraised value of shares shall be fixed either by agreement of the parties or by two arbitrators. In the case of an offer, one arbitrator shall be appointed by the offering shareholder involved at the time of making the offer, and the other by the board of directors of the corporation at the time of acceptance of the offer. In the case of an option, one arbitrator shall be appointed by the optionee(s) at the time of exercise of the option, and the other by the registered shareholder, or by the deceased shareholder's legal representative [if the option arose under paragraph (c)], or by the registered shareholder's spouse [if the option arose under paragraph (d)], within ten days thereafter. If any party or parties obligated to appoint an arbitrator shall fail to do so within the time allowed therefor, the arbitrator appointed by the other party or parties shall proceed forthwith to fix the fair appraised value. If two arbitrators are appointed and cannot agree within twenty days, they shall select a third, and a decision of

any two of such three, to be rendered within twenty days, shall be final. The cost of the appraisal shall be divided between, and paid by, the seller and the purchaser (s) of the shares involved.

(g) Title to shares sold pursuant to this article shall be deemed to pass to the purchaser or purchasers, and the sale completed, on the thirtieth day following notice of acceptance of an offer or of exercise of an option, and the certificate or certificates representing the shares sold shall be surrendered on or before such date (the "Sale Date"), duly endorsed for transfer, to the corporation, which, within ten days after such date, shall issue new certificates in the name of the seller or his legal representative as pledgee, and shall deliver such new certificates to the seller or his legal representative, in pledge to secure payment of the purchase price.

(h) The purchase price for shares sold pursuant to this article shall be paid to the seller or his legal representative within one year after the Sale Date, with interest at the rate of six (6%) per cent, per annum from the Sale Date until paid. Upon payment of the price and interest thereon in full, the seller or his legal representative shall deliver to the purchaser (s) the new certificate or certificates, with duly executed power of attorney for transfer, representing the shares in the corporation purchased as well as any other shares, and together with any property, held subject to the pledge.

(i) Pending payment of the purchase price and interest thereon in full, the purchased shares shall be deemed pledged by the purchaser (s) to the seller or his legal representative as security for payment of the entirety of the price and interest. In the absence of any default in any of the purchaser (s)' obligations hereunder, the pledgor (s) shall have the right to vote the pledged shares, and the pledgee shall, from time to time, on request of the pledgor (s), issue proxies to permit such voting. Until payment of the price and interest in full, all cash or property dividends and other distributions on or in respect of the pledged shares shall, to the extent of the entire unpaid balance of the price, be retained by the pledgee and credited against the price and interest thereon, or, in the case of property dividends or distributions, at the pledgee's option retained subject to the pledge; and all shares issued in respect of, or in exchange for, the pledged shares pursuant to stock splits or dividends, mergers, consolidations or other reorganizations or recapitalizations shall be retained by the pledgee subject to the pledge.

(j) In event of default in any of the obligations of the purchaser(s) hereunder, the pledgee, in addition to any and all other rights and remedies, shall have the several rights (i) to vote the pledged shares thereafter, (ii) to repledge the pledged shares, (iii) from time to time to sell, resell, assign and deliver, in his discretion, all or any of the pledged shares, in one or more parcels at the same or different times, and all right, title and interest, claim and demand therein and right of redemption thereof, at public or private sale, with or without intervention of courts of justice, for cash, on credit or for future delivery, without either demand, appraisal, advertisement, notice or other formality, which are hereby waived, (iv) to execute, in the pledgee's or pledgor(s)' names, endorsements, assignments or other instruments of transfer or conveyance in respect of any or all of the pledged shares, and (v) himself to buy all or any of the pledged shares being sold. In case of each such sale, the pledgor(s) shall pay all costs and expenses of every kind for sale or delivery, including attorneys' fees, and after deducting such costs and expenses from the proceeds of sale, any residue shall be applied to payment of the price and interest as provided herein, and any remaining balance shall be paid to the pledgor(s). No delay in exercise of any of the pledgee's rights, or partial or single exercise thereof, shall constitute a waiver thereof.

(k) Should any alienation of shares, voluntary, forced or otherwise, be effected without compliance with the provisions of this article, the corporation and, to the extent not exercised by the corporation, the other shareholders, in proportion to their holdings, shall, in addition to their rights hereunder, have an option to acquire the shares alienated at a price equal to the fair appraised value thereof or the actual consideration paid therefor, whichever is less, such option to be exercised by written notice at any time within ninety days after the corporation and the other shareholders shall be informed of the occurrence of said alienation.

(l) Pledges or other security transfers shall not be deemed transfers for the purpose of this article, but sales or other transfers or acquisitions of ownership pursuant to pledges or other security transfers shall not be made unless the shares have first been offered the corporation and its other shareholders in accordance with the provisions of this article.

(m) All certificates of stock issued by the corporation shall contain a reference to the provisions of this article.

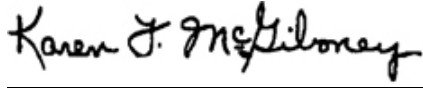
/s/ Robert G. Stassi

Robert G. Stassi
Incorporator

STATE OF LOUISIANA
PARISH OF ORLEANS

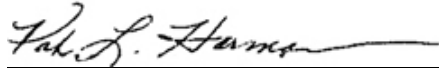
On December 27, 1976, before me and the undersigned witnesses personally appeared Robert G. Stassi, known to me to be the person described in, and who executed, the foregoing instrument, who acknowledged that he executed it as his free act and deed.

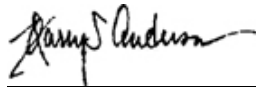
WITNESSES:



/s/ Robert G. Stassi

Robert G. Stassi
Incorporator





Notary Public

B Y - L A W S
O F
UHS of New Orleans, Inc.

ARTICLE I
OFFICES

Section 1. The registered office shall be located in the City of New Orleans, Parish of Orleans, State of Louisiana.

Section 2. The corporation may also have offices at such other places both within and without the State of Louisiana 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 Louisiana 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 1983 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 Louisiana 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 Louisiana, 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 Louisiana.

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 incorporation 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 Louisiana.

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, Louisiana". 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 Louisiana, 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.

CERTIFICATE OF MERGER OR CONSOLIDATION

TO: OKLAHOMA SECRETARY OF STATE
2300 N Lincoln Blvd., Room 101, State Capitol Building
Oklahoma City, Oklahoma 73105-4897
(405) 522-4560

SPECIAL INSTRUCTIONS: Submit this form to file a merger or consolidation pursuant to the Oklahoma General Corporation Act. **Please consult this Act carefully.** Use this form **ONLY** when each constituent corporation is an **OKLAHOMA** corporation.

FILING FEE: IF the authorized capital of the surviving or resulting corporation is increased to a figure greater than the combined authorized capital of all corporations involved plus \$50,000.00, the filing fee shall be equal to one-tenth of one percent (1/10th of 1%) of such increase. IF the surviving corporation is a **NOT FOR PROFIT** corporation, the filing fee shall be \$25.00.

A. The Agreement of Merger or Consolidation, adopted, approved, certified, executed, and acknowledged by each of the constituent corporations in accordance with the Oklahoma General Corporation Act, is **ATTACHED HERETO**.

OR

B. In lieu of filing an executed agreement of merger or consolidation, the surviving or resulting corporation hereby states and certifies as follows:

1. The name and state of incorporation of each of the constituent corporations are:

NAME OF CORPORATION	STATE OF INCORPORATION
RCW of Edmond, Inc.	Oklahoma
UHS of Oklahoma, Inc.	Oklahoma

2. An agreement of merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 108I (A) of the Oklahoma General Corporation Act.

3. The name of the surviving or resulting corporation is:

UHS of Oklahoma, Inc.

4. Check the statement applicable to the merger or consolidation:
- ☒ • No amendments or changes are desired so that the certificate of incorporation of the surviving corporation shall be its certificate of incorporation.
 - ☐ • Any amendments or changes in the certificate of incorporation of the surviving corporation as are desired to be effected by the terms of the merger are set out in an attachment hereto.
 - ☐ • The certificate of incorporation of the corporation resulting from the consolidation is set forth in an attachment hereto.

5. The executed agreement of merger or consolidation is on file at the principal place of business of the surviving corporation at the following address:

367 South Gulph Road	King of Prussia	PA	19406
STREET ADDRESS	CITY	STATE	ZIP CODE

6. A copy of the agreement of merger or consolidation will be furnished by the surviving corporation, on request and without cost, to any shareholder of any constituent corporation.

IN WITNESS WHEREOF, the surviving or resulting corporation has caused this certificate of merger or consolidation to be executed by its President or Vice President and attested by its Secretary or Assistant Secretary this 12th day of October, 2006 .

/s/ Steve Filton
By its Vice President President
Steve Filton
Please Print Name

ATTEST

/s/ Celeste A. Stellabott
By its Assistant Secretary
Celeste A. Stellabott
Please Print Name

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 12th day of October 2006, pursuant to Section 1081(A) of The Oklahoma General Corporation Act, between RCW of Edmond, Inc., an Oklahoma corporation and UHS of Oklahoma, Inc., an Oklahoma corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation, as hereinafter specified; and

WHEREAS, the registered office of said RCW of Edmond, Inc. in the State of Oklahoma is located at 735 First National Building, Oklahoma City, County of Oklahoma, and the name of its registered agent at such address is The Corporation Company; and the registered office of UHS of Oklahoma, Inc. in the State of Oklahoma is located at 735 First National Building, Oklahoma City, County of Oklahoma, and the name of its registered agent at such address is The Corporation Company.

NOW, THEREFORE, the corporations, parties to this agreement in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: UHS of Oklahoma, Inc. hereby merges into itself RCW of Edmond, Inc. and said RCW of Edmond, Inc. shall be and hereby is merged into UHS of Oklahoma, Inc., which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of UHS of Oklahoma, Inc., which is the surviving corporation, as heretofore amended and as in effect on the date of the merger provided for in this agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving the merger.

THIRD: 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: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this merger shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effecting upon filing with the Secretary of State of Oklahoma.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

IN WITNESS WHEREOF, the parties to this agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors and that fact having been certified on said Agreement of Merger by the Secretary of each corporate party

thereto, have caused these presents to be executed by the Vice President and attested by the Secretary of each party hereto as the respective act, deed and agreement of each of said corporations, on this 12th day of October 2006.

ATTEST:

/s/ Bruce R. Gilbert

Bruce R. Gilbert

Secretary

UHS OF OKLAHOMA, INC.

By: /s/ Steve Filton

SteveFilton

Vice President and Treasurer

ATTEST:

/s/ Bruce R. Gilbert

Bruce R. Gilbert

Secretary

RCW OF EDMOND, INC.

By: /s/ Steve Filton

Steve Filton

Vice President and Treasurer

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 10th day of August 2000, pursuant to Section 1081 (A) of The Oklahoma General Corporation Act, between Enid Hospital Leasing, Inc., an Oklahoma corporation and UHS of Oklahoma, Inc., an Oklahoma corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation, as hereinafter specified; and

WHEREAS, the registered office of said Enid Hospital Leasing, Inc. in the State of Oklahoma is located at 735 First National Building, Oklahoma City, County of Oklahoma, and the name of its registered agent at such address is The Corporation Company; and the registered office of UHS of Oklahoma, Inc. in the State of Oklahoma is located at 735 First National Building, Oklahoma City, County of Oklahoma, and the name of its registered agent at such address is The Corporation Company.

NOW, THEREFORE, the corporations, parties to this agreement in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: UHS of Oklahoma, Inc. hereby merges into itself Enid Hospital Leasing, Inc. and said Enid Hospital Leasing, Inc. shall be and hereby is merged into UHS of Oklahoma, Inc., which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of UHS of Oklahoma, Inc., which is the surviving corporation, as heretofore amended and as in effect on the date of the merger provided for in this agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving the merger.

THIRD: 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: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this merger shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effecting upon filing with the Secretary of State of Oklahoma.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and, description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

IN WITNESS WHEREOF, the parties to this agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors and that fact having been certified on said Agreement of Merger by the Secretary of each corporate party

MINIMUM FEE: \$50.00
Fee is \$1.00 per \$1,000.00
on Total Authorized Capital
FILE IN DUPLICATE
PRINT CLEARLY

FILED
APR 26 2000
OKLAHOMA SECRETARY
OF STATE

CERTIFICATE OF INCORPORATION

Oklahoma Secretary of State, 2300 N. Lincoln Blvd., Room 101, State Capitol Building, Oklahoma City, OK 73105-4897
Telephone (405)-522-4560

The undersigned, for the purpose of forming an Oklahoma profit corporation pursuant to the provisions of Title 18, Section 1001, do hereby execute the following certificate of incorporation:

1. The name of this corporation is:

UHS of Oklahoma, Inc.

(NOTE: Please refer to procedure sheet for statutory words required to be included in the corporate name.)

2. The name of the registered agent and the street address of the registered office in the State of Oklahoma is:

THE CORPORATION COMPANY, 735 First National Building, 120 North Robinson, Oklahoma City, OK (county of Oklahoma) 73102

Name	Street Address	City	County	Zip Code

(P.O. BOXES ARE NOT ACCEPTABLE)

3. The duration of the corporation is: perpetual
(Perpetual unless otherwise stated)

4. The purpose or purposes for which the corporation is formed are:

To engage in any lawful act or activity for which corporations may be organized under the Oklahoma General Corporation Act.

5. The aggregate number of shares which the corporation shall have authority to issue, the designation of each class, the number of shares of each class, and the par value of the shares of each class are as follows:

NUMBER OF SHARES	SERIES (If any)	PAR VALUE PER SHARE (Or, if without par value, so state)
COMMON <u>1,000</u>	n/a	.01
PREFERRED <u>n/a</u>		

6. If the powers of the incorporator(s) are to terminate upon the filing of the certificate of incorporation, the names and mailing addresses of the persons who are to serve as director(s):

<u>NAME</u>	<u>MAILING ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE</u>
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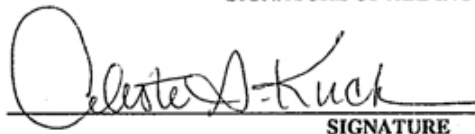
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7. The name and mailing address of the undersigned incorporator(s):

<u>NAME</u>	<u>MAILING ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE</u>
Celeste A. Kuch	367 S. Gulph Road	King of Prussia	PA	19406

Signed and dated this 26th day of April, 2000

SIGNATURE OF ALL INCORPORATORS


SIGNATURE

SIGNATURE

UHS of Oklahoma, Inc.

BY - LAWS

ARTICLE I

OFFICES

Section 1. The registered office shall be located in **Oklahoma City, Oklahoma.**

Section 2. The corporation may also have offices at such other places both within and without the State of Oklahoma 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 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 place either within or without the State of Oklahoma as shall be designated from time to time by the board of directors and stated in the notice of the meeting.

Section 2. Annual meetings of shareholders, commencing with the year 2001, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written or printed notice of the annual meeting stating the place, day and hour of the meeting shall be delivered not less than ten nor more than sixty days before the date of the meeting, either

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personally or by mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

ARTICLE III

SPECIAL MEETINGS OF SHAREHOLDERS

Section 1. Special meetings of shareholders for any purpose other than the election of directors may be held at such time and place within or without the State of Oklahoma as shall be stated in the notice of the meeting or in a duly executed notice of waiver thereof.

Section 2. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president, the board of directors, or at the request in writing of shareholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote at the meeting.

Section 3. 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 or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 4. The business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

ARTICLE IV

QUORUM AND VOTING OF STOCK

Section 1. 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 certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders 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 shareholder of record entitled to vote at the meeting.

Section 2. If a quorum is present, the affirmative 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 certificate of incorporation.

Section 3. Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders unless the certificate of incorporation or law provides otherwise. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

At all elections of directors of the corporation each shareholder having voting power shall be entitled to exercise the right of cumulative voting as provided in the certificate of incorporation.

Section 4. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of the shareholders of the corporation, or any action which may be taken at any annual or special meeting of such shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and shall be delivered to the corporation by delivery to its registered office in Oklahoma, by hand or by certified or registered mail, return receipt requested, or to its principal place of business, or

an officer or agent of the corporation having custody of the book in which proceedings of meetings of shareholders are recorded. Every written consent shall bear the date of signature of each signing shareholder, and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required hereinabove, written consents signed by a sufficient number of holders to take action are delivered to the corporation in the manner required hereinabove. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing.

ARTICLE V

DIRECTORS

Section 1. The number of directors shall be three. The directors, other than the first board of directors, shall be elected at the annual meeting of shareholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders. Directors need not be shareholders.

Section 2. Vacancies and newly created directorship 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.

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 shareholders.

ARTICLE VI
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. The board of directors of the corporation may hold meetings both regular and special, either within or without the State of Oklahoma.

Section 2. The first meeting of each newly elected board of directors shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the shareholders 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 shareholders, 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 3. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 4. Special meetings of the board of directors may be called by the president on 10 days' notice to each director, either personally or by mail; 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 5. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. At all meetings of the board a majority 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 7. 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, and the writing or writings are filed with the minutes of proceedings of the board or committee.

Section 8. Unless otherwise restricted by the certificate of incorporation or these by-laws, members of the board of directors, or of 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 similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

ARTICLE VII

COMMITTEES OF DIRECTORS

Section 1. The board of directors may, by resolution passed by a majority of the whole board, 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 of any meeting of the committee.

In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum,

may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the board of directors, 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 (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the board of directors as provided in Section 1032A of Title 18, Oklahoma Statutes, fix any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the corporation) adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of 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 incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock or to adopt a certificate of ownership and merger. 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.

Section 2. Each committee shall keep regular minutes of its meetings and report the same of the board of directors when required.

ARTICLE VIII

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 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 the certificate of incorporation or of these by-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IX

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. 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 shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the

affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

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 SECRETARIES

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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.

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 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 X

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 the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation.

Upon the face or back of each stock certificate issued to represent any partly paid shares, or upon the books and records of the corporation in the case of uncertificated partly paid shares, shall be set forth the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated.

If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that except as otherwise

provided for in Section 1055 of Title 18, Oklahoma Statutes, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each shareholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 1032, 1037, 1055(A) or 1063(A) of Title 18, Oklahoma Statutes, or a statement that the corporation will furnish without charge to each shareholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. Any of or all the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of its 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.

TRANSFERS OF SHARES

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.

FIXING RECORD DATE

Section 5. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the board of directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which shall not be more than sixty nor less than ten days before the date of such meeting. 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.

In order that the corporation may determine the shareholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors.

In order that the corporation may determine the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the shareholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action.

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 Oklahoma.

ARTICLE XI

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.

CHECKS

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 4. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 5. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Oklahoma". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XII AMENDMENTS

Section 1. These by-laws may be altered, amended or repealed or new by-laws may be adopted by the shareholders 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 shareholders or of the board of directors or at any special meeting of shareholders 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 shareholders to adopt, amend or repeal by-laws.


CERTIFICATE OF INCORPORATION
 OF

UHS of Parkwood, Inc.

* * * * *

1. The name of the corporation is UHS of Parkwood, Inc.
 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. The name of its registered agent at such address is The Corporation Trust Company.
 3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
 4. 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 Zero Dollars and One Cent (\$.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
 5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
 6. The name and mailing address of the sole incorporator is:

Laura J. Vitalo
 Corporation Trust Center
 1209 Orange Street
 Wilmington, Delaware 19801
 7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
 8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.
- 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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 2nd day of June 2000.


 Laura J. Vitalo,
 Sole Incorporator

AMENDED AND RESTATED**BY LAWS****OF****UHS OF PARKWOOD, INC.****ARTICLE I****NAME AND OFFICES**

Section 1. Name. The name of the corporation shall be UHS of Parkwood, 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 representatives) 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

JUN-02-2000 13:33

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 01:16 PM 06/02/2000
 001282245 - 3238559

CERTIFICATE OF LIMITED PARTNERSHIP

OF

UHS OF PEACHFORD, 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 UHS of Peachford, L.P.

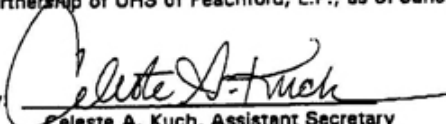
II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of each general partner is as follows:

NAME	MAILING ADDRESS
UHS of Georgia, Inc.	367 South Gulph Road King of Prussia, PA 19406

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of UHS of Peachford, L.P., as of June 2, 2000.

By


 Celeste A. Kuch, Assistant Secretary
 UHS of Georgia, Inc., as General Partner

**AGREEMENT OF LIMITED PARTNERSHIP
OF
UHS OF PEACHFORD, L.P.**

AGREEMENT OF LIMITED PARTNERSHIP

OF

UHS OF PEACHFORD, L.P.

This AGREEMENT OF LIMITED PARTNERSHIP (the “Agreement”), is made and entered into as of June 2, 2000, by and among UHS of Georgia, Inc., a Delaware corporation, as general partner (the “General Partner”), and UHS of Georgia 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 agree to form a limited partnership under the Delaware Revised Uniform Limited Partnership Act for the purpose of owning, and operating a behavioral healthcare hospital in Atlanta, GA, including Peachford Behavioral Health System of Atlanta (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 UHS of Peachford, 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 2151 Peachford Road Atlanta, GA 30338.

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 1.704-1(b)(2)(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 1.704-1(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 1.704-1(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 1.704-2(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 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 – Behavioral Healthcare 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 of ten 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”: UHS of Georgia, Inc., a Delaware corporation, and its successors.

(1) “Limited Partners”: UHS of Georgia 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 1.704-2(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”: UHS of Peachford, 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 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 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:
UHS of Georgia, Inc.

By: _____
Name: _____
Title: _____

LIMITED PARTNER:
UHS of Georgia Holdings, Inc.

By: _____
Name: _____
Title: _____

Microfilm Number _____
 Entry Number 2687336

Filed with the Department of State on MAR 29 1996

Secretary of the Commonwealth

ARTICLES OF INCORPORATION-FOR PROFIT
DSCR:15-1306/2102/2303/2702/2903/7102a (Rev 90)

Indicate type of domestic corporation (check one):

☒ X Business-stock (15 Pa. C.S. § 1306) _____ Management (15 Pa. C.S. § 2702)
 _____ Business-nonstock (15 Pa. C.S. § 2102) _____ Professional (15 Pa. C.S. § 2903)
 _____ Business-statutory close (15 Pa. C.S. § 2303) _____ Cooperative (15 Pa. C.S. § 7102A)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned, desiring to incorporate a corporation for profit hereby state(s) that:

1. The name of the corporation is UHS of Pennsylvania, Inc.

2. The (a) address of the corporation's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) _____
 Number and Street City State Zip County

(b) c/o: C T CORPORATION SYSTEM Philadelphia

Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The corporation is incorporated under the provision of the Business Corporation Law of 1988.

4. The aggregate number of shares authorized is: 1000 (other provisions, if any, attach 8 1/2 x 11 sheet)

5. The name and address, including street and number, if any, of each incorporator is:
 Name Address

Sherrie L. Hedrick 367 South Gulph Road King of Prussia, PA 19406

6. The specific effective date, if any, is _____
 month day year hour, if any

7. Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

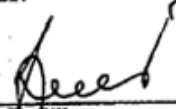
8. Statutory close corporation only: Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. § 77a et seq.).

Certified to be true and correct
 MAR 29 96

(PA-432 - 10/2/92)
 PA Dept. of State

thereto, have caused these presents to be executed by the Vice President and attested by the Secretary of each party hereto as the respective act, deed and agreement of each of said corporations, on this 10th day of August 2000.

ATTEST:



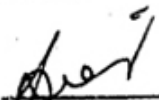
Bruce R. Gilbert
Secretary

UHS OF OKLAHOMA, INC.

By: 

Kirk E. Gorman
Vice President and Treasurer

ATTEST:



Bruce R. Gilbert
Secretary

ENID HOSPITAL LEASING, INC.

By: 

Kirk E. Gorman
Vice President and Treasurer

9. Cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is _____

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 28th

day of March, 1996.

Herold L. Lebeck
(Signature)

(Signature)

(PA. - 432)

AMENDED AND RESTATED
BY LAWS
OF
UHS OF PENNSYLVANIA, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be UHS of Pennsylvania, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the Commonwealth of Pennsylvania. The Corporation may also have offices at such other places both within and without the Commonwealth of Pennsylvania 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 Pennsylvania 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 Pennsylvania 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 Pennsylvania 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 Pennsylvania.

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, Pennsylvania." 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 Pennsylvania, 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

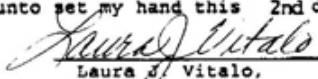
CERTIFICATE OF INCORPORATION
 OF

UHS of Provo Canyon, Inc.

* * * * *

1. The name of the corporation is UHS of Provo Canyon, Inc.
 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. The name of its registered agent at such address is The Corporation Trust Company.
 3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
 4. 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 Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
 5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
 6. The name and mailing address of the sole incorporator is:

 Laura J. Vitalo
 Corporation Trust Center
 1209 Orange Street
 Wilmington, Delaware 19801
 7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
 8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.
- 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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 2nd day of June 2000.


 Laura J. Vitalo,
 Sole Incorporator

**STATE OF DELAWARE
DELAWARE INTO DELAWARE
AGREEMENT OF MERGER**

Now on this 4th day of June,
2007 A.D., the UHS of Canyon Creek, Inc.
and the UHS of Provo Canyon, Inc.,
both Delaware Corporations, pursuant to Section 251 of the General Corporation Law of
the State of Delaware, have entered into the following Agreement of Merger;

WITNESSETH that:

WHEREAS, the respective Boards of Directors of the foregoing named
corporations deem it advisable that the corporations merge into a single corporation as
hereinafter specified; and

WHEREAS, said UHS of Canyon Creek, Inc.
filed its Certificate of Incorporation in the office of the Secretary of State of the State of
Delaware on July 12, 2006; and

WHEREAS, said UHS of Provo Canyon, Inc.
filed its Certificate of Incorporation in the office of the Secretary of State of the State of
Delaware on June 2, 2000;

NOW, THEREFORE, the corporations, parties to this Agreement, by and between their respective Boards of Directors, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and of carrying the same into effect as follows:

FIRST: The UHS of Provo Canyon, Inc. hereby merges into itself UHS of Canyon Creek, Inc. and said UHS Of Canyon Creek, Inc. shall be and hereby is merged into UHS of Provo Canyon, Inc., which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of UHS of Provo Canyon, Inc., as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of each of the constituent corporations shall be as follows:

On the effective date of the merger all of the issued and outstanding shares of UHS of Canyon Creek, Inc. shall be cancelled and no shares of the surviving corporation shall be issued in exchange therefor.

FOURTH: This merger shall become effective upon filing with the Secretary of State of Delaware.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to authority duly given by their respective Boards of Directors, have caused this Agreement of Merger to be executed by an authorized officer of each party hereto.

UHS of Canyon Creek, Inc.

(Name of Corporation)

By: Steve Filton
Authorized Officer

Name: Steve Filton
Print or Type

Title: Vice President

UHS of Provo Canyon, Inc.

(Name of Corporation)

By: Steve Filton
Authorized Officer

Name: Steve Filton
Print or Type

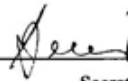
Title: Vice President

I, Bruce R. Gilbert,
Secretary of UHS of Canyon Creek, Inc., a corporation organized
and existing under the laws of the State of Delaware, hereby certify, as such Secretary of
the said corporation, that the 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 UHS of Canyon Creek, Inc.

UHS of Canyon Creek, Inc., a corporation of the State of
Delaware, was duly submitted to the stockholders of said
UHS of Canyon Creek, Inc.

UHS of Canyon Creek, Inc., 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 Agreement of Merger, that
1,000 shares of stock of said corporation were on said date issued and
outstanding and that the holder of 1,000 shares voted by ballot in favor of
said Agreement of Merger and the holders of 1,000 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
Agreement of Merger was at said meeting duly adopted as the act of the stockholders of
said UHS of Canyon Creek, Inc., and the duly adopted
agreement of said corporation.

WITNESS my hand on behalf of said
UHS of Canyon Creek, Inc. on this 4th day of
June, 2007.

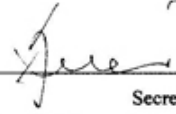
By: 
Secretary

Name: Bruce R. Gilbert
Printed or Typed

I, Bruce R. Gilbert,
Secretary of UHS of Provo Canyon, Inc., a corporation
organized and existing under the laws of the State of Delaware, hereby certify, as such
Secretary of the said corporation, that the 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 UHS of Provo Canyon, Inc.

UHS of Provo Canyon, Inc., a corporation of the State of Delaware, was
duly submitted to the stockholders of said
UHS of Provo Canyon, Inc., 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 Agreement of Merger, that
1,000 shares of stock of said corporation were on said date issued and
outstanding and that the holder of 1,000 shares voted by ballot in favor of
said Agreement of Merger and the holders of 1,000 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 Agreement of Merger was at said meeting duly adopted as the act of the
stockholders of said UHS of Provo Canyon, Inc., and the duly adopted
agreement of said corporation.

WITNESS my hand on behalf of said
UHS of Provo Canyon, Inc. on this 4th day of
June, 2007.

By: 
Secretary

Name: Bruce R. Gilbert
Printed or Typed

AMENDED AND RESTATED
BY LAWS
OF
UHS OF PROVO CANYON, INC.
ARTICLE I
NAME AND OFFICES

Section 1. Name. The name of the corporation shall be UHS of Provo Canyon, 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 representatives) 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 MERGER
OF
HOSPITAL SAN PABLO, INC.,
HOSPITAL SAN FRANCISCO, INC.
AND
SAN PABLO DEL ESTE, INC.
WITH AND INTO
UHS OF PUERTO RICO, INC.
(Under Article 10.02 of the General Corporation Law of 1995)

It is hereby certified that:

1. The constituent business corporations participating in the merger are:

- (i) UHS of Puerto Rico, Inc., which is incorporated under the laws of the State of Delaware ("UHS");
- (ii) Hospital San Pablo, Inc., a subsidiary of UHS which is incorporated under the laws of Puerto Rico ("HSP");
- (iii) Hospital San Francisco, Inc., a wholly-owned subsidiary of HSP which is incorporated under the laws of Puerto Rico ("HSF"); and
- (iv) San Pablo Del Este, Inc., a wholly-owned subsidiary of HSP which is incorporated under the laws of Puerto Rico ("SP").

2. An Agreement of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware, to wit, by HSP, HSF and SP in accordance with Article 10.02(C) of the General Corporation Law of 1995 of Puerto Rico and by UHS in the same manner as is provided in Section 251 of the General Corporation Law of the State of Delaware.

3. The name of the surviving corporation in the merger herein certified is UHS of Puerto Rico, Inc., which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the General Corporation Law of the State of Delaware.

4. The Certificate of Incorporation of UHS, as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.

5. The Agreement of Merger between the aforesaid constituent corporations is on file at the principal place of business of the aforesaid surviving corporation, the address of which is as follows:

UHS of Puerto Rico, Inc.
c/o Universal Health Services, Inc.
Universal Corporate Center
367 South Gulph Road
King of Prussia, Pennsylvania 19406

6. A copy of the aforesaid Agreement of Merger will be furnished by the aforesaid surviving corporation, on request, and without cost, to any stockholder of each of the aforesaid constituent corporations.

7. The effective date of the merger is June 30, 1998.

8. The surviving constituent corporation has agreed that it may be served with process in the Commonwealth of Puerto Rico for purposes of any proceeding for the enforcement of any obligation of any constituent corporation organized in the Commonwealth of Puerto Rico, as well as the enforcement of any obligation arising from the merger on the part of the surviving corporation, including any suit or other proceeding to enforce the rights of any stockholder, as determined in an appraisal proceeding in accordance with Article 10.12 of the General Corporation Law of 1995 of Puerto Rico.

9. The surviving corporation has irrevocably appointed the Secretary of State of Puerto Rico as its agent for purposes of accepting service of process in any such suit or proceeding. The post office address outside of the Commonwealth of Puerto Rico to which the said Secretary of State shall mail a copy of any process against the surviving corporation served upon it is:

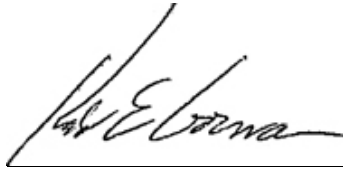
UHS of Puerto Rico, Inc.
c/o Universal Health Services, Inc.
Universal Corporate Center
367 South Gulph Road
King of Prussia, Pennsylvania 19406

10. The written consent of the stockholders of HSP, HSF and SP was given in accordance with Article 7.17 of the General Corporation Law of 1995 of Puerto Rico and written notification has been given in accordance with such Article.

IN WITNESS WHEREOF, the undersigned has subscribed this document on the date set forth below and does hereby affirm that the statements contained herein have been examined by us and are true and correct.

Dated: JUNE 30, 1998

HOSPITAL SAN FRANCISCO, INC.,
a Puerto Rico corporation

By: 

Name: Kirk E. Gorman

Title: Vice President

Estado Libre Asociado de Puerto Rico
Commonwealth of Puerto Rico
CERTIFICADO DE AUTORIZACION PARA HACER NEGOCIOS
DE UNA CORPORACION FORANEA
CERTIFICATE OF AUTHORIZATION TO DO BUSINESS
OF A FOREIGN CORPORATION

PRIMERO: UHS of Puerto Rico, es una corporación organizada bajo las leyes de Delaware
FIRST: Inc. is a corporation organized under the laws of

SEGUNDO: Su fecha de Incorporación es el día del mes de del año 19 y su plazo de existencia jurídica es
SECOND: Its date of incorporation is the 8th day of December, 1997, and its existence is perpetual

TERCERO: La dirección física de su domicilio corporativo es 367 South Gulph Road
THIRD: The physical address of its corporate domicile is King of Prussia, PA 19406-0958

CUARTO: Su oficina designada en el Estado Libre Asociado estará localizada en
FOURTH: Its designated office in the Commonwealth of Puerto Rico will be located at
361 San Francisco St., Penthouse, Old San Juan, PR 00901

El Agente Residente a cargo de dicha oficina es CT Corporation System
The Resident Agent in charge of said office is

QUINTO: Los nombres y las direcciones usuales de negocios de sus actuales directores y oficiales son
FIFTH: The names and usual business addresses of its present directors and officers are
See Attached List

SEXTO: Los activos de dicha corporación son \$ 100.00 y sus pasivos son \$ NONE
SIXTH: The assets of said corporation are and its liabilities are

SEPTIMO: La descripción de los negocios que propone hacer en el Estado Libre Asociado es la siguiente:
SEVENTH: The description of the business which it proposes to carry on in the Commonwealth of Puerto Rico is the following:
* To engage in any lawful activity for which corporations may be organized
pursuant to the General Corporation Law of Puerto Rico of 1995.

OCTAVO: Esta corporación está autorizada a llevar a cabo el negocio descrito en el párrafo SEPTIMO en su jurisdicción.
EIGHTH: This corporation is authorized to carry on the business described in paragraph SEVENTH in its jurisdiction.

Estado Libre Asociado de Puerto Rico
Commonwealth of Puerto Rico
CERTIFICADO DE AUTORIZACION PARA HACER NEGOCIOS
DE UNA CORPORACION FORANEA
CERTIFICATE OF AUTHORIZATION TO DO BUSINESS
OF A FOREIGN CORPORATION

PRIMERO: UHS of Puerto Rico, Inc. es una corporación organizada bajo las leyes de Delaware
FIRST: Inc. is a corporation organized under the laws of Delaware

SEGUNDO: Su fecha de incorporación es el día 8 del mes de December del año 19 97 y su plazo de existencia es perpetual
SECOND: Its date of incorporation is the 8th day of December, 19 97, and its existence is perpetual

TERCERO: La dirección física de su domicilio corporativo es 367 South Gulph Road
THIRD: The physical address of its corporate domicile is King of Prussia, PA 19406-0958

CUARTO: Su oficina designada en el Estado Libre Asociado estará localizada en 361 San Francisco St., Penthouse, Old San Juan, PR 00901
FOURTH: Its designated office in the Commonwealth of Puerto Rico will be located at 361 San Francisco St., Penthouse, Old San Juan, PR 00901

El Agente Residente a cargo de dicha oficina es CT Corporation System
The Resident Agent in charge of said office is CT Corporation System

QUINTO: Los nombres y las direcciones usuales de negocios de sus actuales directores y oficiales son See Attached List
FIFTH: The names and usual business addresses of its present directors and officers are See Attached List

SEXTO: Los activos de dicha corporación son \$ 100.00 y sus pasivos son \$ NONE
SIXTH: The assets of said corporation are \$ 100.00 and its liabilities are NONE

SEPTIMO: La descripción de los negocios que propone hacer en el Estado Libre Asociado es la siguiente:
SEVENTH: The description of the business which it proposes to carry on in the Commonwealth of Puerto Rico is the following:
* To engage in any lawful activity for which corporations may be organized pursuant to the General Corporation Law of Puerto Rico of 1995.

OCTAVO: Esta corporación está autorizada a llevar a cabo el negocio descrito en el párrafo SEPTIMO en su jurisdicción de incorporación.
EIGHTH: This corporation is authorized to carry on the business described in paragraph SEVENTH in its jurisdiction of incorporation.

Yo, el suscrito, con el propósito de hacer negocios en el Estado Libre Asociado de Puerto Rico conforme a la Ley G de Corporaciones de Puerto Rico de 1995, juro que los datos contenidos en este Certificado son ciertos, hoy día 11 del mes de December de 19 97.
I, the undersigned, for the purpose of doing business in the Commonwealth of Puerto Rico pursuant to the General Corporation Law of Puerto Rico of 1995, hereby swear that the facts herein stated are true, this 11th day of December, 19 97.

Certificación del Oficial Examinador

Certifico que he leído y revisado dicho documento y que este cumple con la Ley y Procedimientos de Corporaciones.

[Signature]
Fecha 15 de December de 19 97

[Signature]
Bruce R. Gilbert, Secretary
Oficial Autorizado
Authorized Officer

*The corporation will contract all the professional personnel to offer these

Este certificado estará acompañado de un certificado de existencia (u otro documento similar) expedido por el Secretario de Estado u otro oficial que mantenga la custodia del registro corporativo en la jurisdicción bajo cuyas leyes está organizada la corporación. Si dicho certificado existiere en un idioma extranjero, se adjuntará una traducción del mismo con una declaración jurada del traductor.

A certificate of existence (or similar document) issued by the Secretary of State or other officer who maintains the custody of corporate registry in the jurisdiction under which laws this corporation is organized will be attached hereto. If said certificate is in a foreign language, a translation of the same sworn by the translator will be attached to the certificate of existence.

10356 F.
Núm. de Registro
Certifico que el 15 de December de 19 97
quedó registrado dicho documento luego de haber cumplido
con la Ley Núm. 144 del 10 de agosto de 1995.
29-A-98
Fecha 15 de December de 19 97
Oficial de Registro y Servicios

AMENDED AND RESTATED**BY LAWS****OF****UHS OF PUERTO RICO, INC.****ARTICLE I****NAME AND OFFICES**

Section 1. Name. The name of the corporation shall be UHS of Puerto Rico, 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 representatives) 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

UHS OF RIDGE, LLC

FIRST, The name of the limited liability company is **UHS OF RIDGE, LLC**.

SECOND. The address of its registered office in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name of its Registered Agent at such address is The Corporation Trust Company.

THIRD. The effective date shall be December 31, 2008.

[SIGNATURE APPEARS ON NEXT PAGE]

UHS of Ridge, LLC
MIA 336[illegible]41-2.009773 0016

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 19 day of December, 2008.

/s/ Steve Filton

Print Name: Steve Filton
Authorized Signatory

MIA 336[illegible]41-2.009773.0016

UHS OF RIDGE, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of UHS of Ridge, 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 Universal Health Services, 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 "UHS of Ridge, 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 2, 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, Universal Health Services, 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 "Indemnatee"), 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 Indemnatee 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 Indemnatee against the Company, and it shall be exclusive of any other rights to which an Indemnatee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnatee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnatee of any rights under this section with respect to any act or omission of such Indemnatee 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.

UNIVERSAL HEALTH SERVICES, INC.

By: _____
Name: Steve Filton
Title: Senior Vice President

UHS OF RIDGE, LLC

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

\$100

7

ARTICLES OF INCORPORATION

OF

UHS OF RIVER PARISHES, INC.

The undersigned, capable of contracting, for the purpose of forming a corporation pursuant to Chapter 1 of Title 12 of the Louisiana Revised Statutes, does hereby certify:

ARTICLE I

The name of the corporation is UHS of River Parishes, Inc.

ARTICLE II

The corporation's purpose is to engage in any lawful activity for which corporations may be formed under the Louisiana Business Corporation Law.

ARTICLE III

The duration of the corporation is perpetual.

ARTICLE IV

The aggregate number of shares which the corporation shall have authority to issue is one thousand (1,000) shares of no par common stock. The corporation may issue fractional shares and the holders of said fractional shares shall have voting rights.

ARTICLE V

The full name and post office address of the incorporator is as follows:

NAME

Susan Winter

ADDRESS

42nd Floor
345 Park Avenue
New York, New York 10154

ARTICLE VI

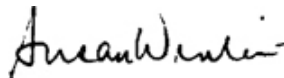
The number of directors constituting the initial board of directors of the corporation is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

NAME	ADDRESS
Alan B. Miller	One Presidential Blvd. Bala Cynwyd, PA. 19004
Sidney Miller	One Presidential Blvd. Bala Cynwyd, PA. 19004
George H. Strong	One Presidential Blvd. Bala Cynwyd, PA. 19004

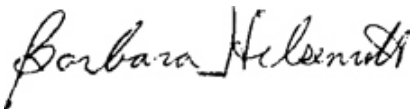
ARTICLE VII

This corporation reserves the right to amend, alter, change or repeal any provision contained in these articles in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

IN WITNESS WHEREOF the undersigned, capable of contracting, has hereunto affixed her signature on this 28th day of January, 1983.



WITNESSES:



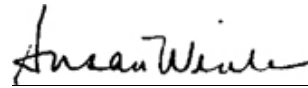


STATE OF NEW YORK.

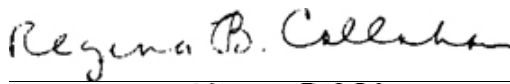
COUNTY OF NEW YORK.

BE IT KNOWN, That on this 28th day of the month of January, in the year of our Lord, 1983, before me, the undersigned, a Notary Public in and for the County and State aforesaid duly commissioned and qualified, there came and appeared illegible known to me, Notary, and known by me to be one of the persons whose names appear upon the foregoing instrument and said appearer declared and acknowledged unto me, Notary, that she executed the said instrument for the uses and purposes therein set forth and apparent.

IN WITNESS WHEREOF, said appearer has signed these presents, and I have hereunto set my official hand and seal on the day and date first hereinabove written.



(Notarial Seal)



Notary Public

REGINA B. CALLAHAN
Notary Public State of New York
No. 304 17012
Qualified in Nassau County
Commission Expires March 30, 1983

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

UHS OF RIVER PARISHES, INC.

AND

RIVER PARISHES MEDICAL CENTER, INC.

February 4, 1983

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated the 4th day of February, 1983, by and between UHS OF RIVER PARISHES, INC., a Louisiana corporation, ("UHS Sub"), and RIVER PARISHES MEDICAL CENTER, INC., a Louisiana corporation (the "Company").

WHEREAS the respective Boards of Directors of UHS Sub and the Company deem it advisable and in the best interests of such corporations and their respective stockholders that the Company be merged with and into UHS Sub (the "Merger"), with UHS Sub to continue as the surviving corporation, upon the terms and conditions set forth herein and in accordance with Section 12:112 of the Business Corporation Law of the State of Louisiana (the "Corporation Law"). UHS Sub and the Company are sometimes collectively referred to as the "Constituent Corporations".

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, agreements and conditions contained herein, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, the parties hereto have agreed and do hereby agree as follows:

1. Procedure of the Merger.

1.1. The Merger. At the Effective Time (as defined in Section 1.3 herein), the Company shall be merged with and into UHS Sub upon the terms and conditions set forth herein as permitted by and in accordance with Section 12:112 of the Corporation Law. Thereupon, the separate existence of the Company shall cease, and UHS Sub, as the surviving corporation in the Merger (the "Surviving Corporation"), shall continue to exist under and be governed by the Corporation Law, with all its purposes, objects, rights, privileges, immunities, powers and franchises continuing unaffected and unimpaired by the Merger. The name of the Surviving Corporation shall be UHS of River Parishes, Inc.

1.2. Filing. As soon as practicable following fulfillment or waiver of the conditions specified in Sections 10 and 11 hereof, and provided that this Agreement has not been terminated pursuant to Section 15 hereof, UHS Sub and the Company will cause this Agreement to be duly certified, acknowledged and filed with the Secretary of State of Louisi-

ana as provided in Section 12:112(G) of the Corporation Law, and a copy of the Certificate of Merger, certified by the the Secretary of State of the State of Louisiana, shall be recorded by the Surviving Corporation within 30 days thereafter in the office of the recorder of mortgages in each parish in which either UHS Sub or the Company has its registered office, and in the conveyance records of each parish in which either UHS Sub or the Company has immovable property all in accordance with the provisions of Section 12:112(G) of the Corporation Law.

1.3. Effective Time of the Merger. The Merger shall become effective immediately upon the recording of the Certificate of Merger by the Secretary of State of the State of Louisiana. The date and time of such recording is herein sometimes referred to as the “Effective Time”.

2. Articles of Incorporation and By-Laws. At the Effective Time, the Articles of Incorporation and By-Laws of UHS Sub, as in effect immediately prior to the Effective Time, shall be and continue to be the Articles of Incorporation and By-Laws of UHS Sub, as the Surviving Corporation, until duly amended in accordance with law.

3. Directors, Officers and Employees. The persons who constitute the entire Board of Directors of UHS Sub immediately prior to the Effective Time shall, after the Effective Time, continue as the entire Board of Directors of the Surviving Corporation without change until their successors have been elected and qualified in accordance with law and the Articles of Incorporation and By-Laws of the Surviving Corporation. The persons who constitute all the officers of the Company immediately prior to the Effective Time shall, after the Effective Time, continue as all the officers of the Surviving Corporation without change until their successors have been elected and qualified in accordance with law and the Articles of Incorporation and By-Laws of the Surviving Corporation or they have resigned. The employees of the Company immediately prior to the Effective Time shall, after the Effective Time, continue to be employees of the Surviving Corporation upon the same terms and conditions to which they were subject immediately prior thereto unless they have resigned.

4. Conversion or Cancellation of Shares.

4.1. Conversion or Cancellation of Shares. At the Effective Time, the issued and outstanding shares of Common Stock, no par value, of UHS Sub (“UHS Sub Common

Stock”) and the issued and outstanding shares of Common Stock, no par value, of the Company (“Company Common Stock”) shall, by virtue of the Merger and without any further action on the part of the Company or UHS Sub, or their respective stockholders, be converted into shares of the capital stock of the Surviving Corporation or into the right to receive cash or be cancelled, all as follows:

(a) Each issued and outstanding share of UHS Sub Common Stock immediately prior to the Effective Time shall be converted into one fully paid and nonassessable share of common stock, no par value, of the Surviving Corporation (“Surviving Corporation Common Stock”).

(b) Each issued and outstanding share of Company Common Stock immediately prior to the Effective Time, excluding any such shares held in the treasury of the Company, shall be converted into the right to receive an amount equal to a fraction, the numerator of which is \$8,000,000 and the denominator of which is the total number of shares of Company Common Stock outstanding immediately prior to the Effective Time, in cash, without interest, upon the surrender of the certificate representing such share in accordance with Section 4.2 hereof; ~~provided, however,~~ that no such conversion shall be made in respect of any share of Company Common Stock the holder of which shall have delivered to the Company, pursuant to Section 12:131 of the Corporation Law, before the taking of the stockholder vote on the adoption of this Agreement, a written demand for the appraisal thereof and who has neither voted in favor of the adoption of this Agreement nor consented thereto in writing, has otherwise complied with all provisions of Section 12:131, and as a result thereof is entitled to receive the payment of the fair value of his shares from the Surviving Corporation in accordance with the provisions of Section 12:131 of the Corporation Law and shall have only the rights provided in said Section 12:131. Notwithstanding the foregoing, the holders of less than 50% of the shares of Company Common Stock (“Minority Stockholders”) outstanding immediately prior to the Effective Time shall have the right, in lieu of the right to receive a cash payment as provided above, to convert each share of Company Common Stock held by such holder into one fully paid and nonassessable share of Surviving Corporation Common Stock. Immediately after the approval of this Agreement by the Stockholders of the Company in accordance with Section 16 hereof, the Company shall furnish the Minority Stockholders with an election form on which such holders can specify their preference to have their shares of Company Common Stock converted into a cash payment or Surviving Corporation

Common Stock. In order to be valid, an election form must be completed in accordance with the instructions contained therein and returned, together with the properly endorsed certificates evidencing the shares of Company Common Stock. Returns shall be made to Qualicare Inc., 938 Lafayette Street, New Orleans, Louisiana 70113, Attention: Francis J. Crosby, Esq., Vice President, not later than the close of business (5:00 p.m.) on the business day 21 days after the Stockholders' Meeting, or such later date prior to the Effective Time which UHS Sub may specify. With the exception of shares for which an election to receive shares of Surviving Corporation Common Stock is timely received ("Electing Shares"), all shares of Company Common Stock will be converted into the right to receive a cash payment.

(illegible share of Company Common Stock, if any, held in the Company's treasury immediately prior to the Effective Time shall be cancelled and and retired and no payment shall be made in respect thereof.

4.2. Surrender and Payment. After the Effective Time, each holder of a certificate which immediately prior to the Effective Time represented an issued and outstanding share of Company Common Stock (other than Electing Shares) shall be entitled upon surrender thereof to the Surviving Corporation to receive payment therefor in cash. Universal Health Services, Inc. ("UHS"), the parent company of UHS Sub, hereby agrees to furnish or cause to be furnished to the Surviving Corporation "11 funds required for it to make such payments. Until so surrendered, each certificate which immediately prior to the Effective Time represented an issued and outstanding share of Company Common Stock (other than Electing Shares) shall, upon and after the Effective Time, be deemed for all purposes to represent and evidence only the right to receive payment therefor as set forth in Section 4.1(b). With respect to shares of Company Common Stock (other than Electing Shares) which have not been delivered for payment in accordance herewith, promptly after the Effective Time, the Surviving Corporation shall cause to be mailed to each person who was, immediately prior to the Effective Time, a holder of record of issued and outstanding shares of Company Common Stock a form (mutually agreed to by UHS Sub and the Company) of letter of transmittal and instructions for use in effecting the surrender of the certificates therefor. If any payment for shares of Company Common Stock is to be made in a name other than that in which the certificate therefor surrendered for exchange is registered, it shall be a condition of such payment that the certificate so surrendered be properly endorsed or otherwise in proper form for transfer

and that the person requesting such payment either pay to the Surviving Corporation any transfer or other similar taxes required by reason of the payment to a person other than the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

4.3. No Further Transfers. On and after the Effective Time, no transfer of the shares of Company Common Stock issued and outstanding immediately prior to the Effective Time shall be made on the stock transfer books of the Surviving Corporation.

4.4. Certificate for Surviving Corporation's Shares. At or after the Effective Time, the holders of a certificate or certificates which prior thereto represented shares of UHS Sub Common Stock and the holders of Electing Shares may surrender the same to the Surviving Corporation and receive in exchange therefor a certificate or certificates representing the shares of Surviving Corporation Common Stock into which the shares of UHS Sub Common Stock or Electing Shares represented by the surrendered certificate or certificates were converted pursuant to this Agreement.

5. Certain Effects of Merger

5.1. Effect of Merger. On and after the Effective Time, the separate existence of the Company shall cease and the Company shall be merged with and into UHS Sub, which as the Surviving Corporation shall, consistently with its Articles of Incorporation possess all the rights, privileges, immunities, powers and franchises of public as well as private nature, and be subject to all restrictions, disabilities and duties of, each of the Constituent Corporations; and all rights, privileges, immunities, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, causes of action and every other asset of, and all debts due to either of, the Constituent Corporations on whatever account as well as stock subscriptions and all other things in action or belonging to each of the Constituent Corporations, shall vest in the Surviving Corporation; and all property, rights, privileges, immunities, 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 vested by deed or otherwise, under the laws of the State of Louisiana, in either of the Constituent Corporations, shall not revert or be in any way impaired but all rights of creditors and all liens upon

any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

5.2. Further Assurances. If at any time after the Effective Time the Surviving Corporation shall consider any further deeds, assignments or assurances in law or any other action necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or rights of the Constituent Corporations acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Constituent Corporations agree that the Surviving Corporation and its proper officers and directors shall and will execute and deliver all such property, deeds, assignments and assurances in law and take all other action necessary, desirable or proper to vest, perfect or confirm title to such property or right in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

6. Representations and Warranties of the Company. The Company represents, warrants and agrees that:

6.1. Organization and Good Standing of the Company. The Company is, or prior to the Effective Time will be, a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation with full power and authority to own and operate its assets or properties and to conduct its business as now being conducted and is, or prior to the Effective Time will be, qualified as a foreign corporation, and in good standing as such in each jurisdiction in which the Company owns or leases property or maintains employees.

6.2. Organizational Documents. The copy of the Articles of Incorporation and all amendments thereto to date and the By-Laws, as amended to date, of the Company which have been delivered to UHS Sub, are complete and correct and represent the presently effective Articles of Incorporation and By-Laws of the Company. The Company's minute books and ownership records exhibited to UHS Sub and its representatives are true, accurate and complete in all material respect.

6.3. Ownership of the Company. The authorized and outstanding capital stock of the Company and the ownership thereof is as set forth in a writing previously delivered to UHS Sub. No contract, commitment or undertaking of any kind has been made for the issuance of additional shares of capital stock of the Company; nor is there in effect or outstanding any subscription, option, warrant or other right to acquire any of such shares or any outstanding securities or other instruments convertible into or exchangeable for any such shares except as otherwise disclosed in writing to UHS Sub.

6.4. Title to and Condition of the Company Assets. The Company has good title to the assets and properties own 1 by it (in fee simple as to all the real property owned by it (the "Real Property")), free and clear of any claims, charges, equities, liens (including tax liens), security interests and encumbrances whatsoever which would have a material adverse effect on the value or use of such property or asset as now used or proposed to be used except for (i) liens for taxes not yet due and payable, (ii) liens listed in a writing previously delivered to UHS Sub and (iii) in the case of the Real Property, minor imperfections of title or encumbrances which do not affect the marketability of title or use of the Real Property as now used or proposed to be used. On the date hereof, all the Company's machinery, equipment and personalty are in operating condition and repair, reasonable wear and tear excepted, and are suitable for use in the ordinary conduct of the Company's business and no maintenance, repair or replacement thereof has knowingly been deferred.

6.5. The Company's Authority and No Conflict. The Company has the full right, power and authority to execute, deliver and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement. This Agreement has been duly authorized, executed and delivered by the Company and, except as previously disclosed to UHS Sub in writing, the execution of this Agreement and the consummation of the transactions contemplated hereby will not result in any conflict with, breach, violation or termination of, or default under any charter, by-law, law, statute, rule, regulation, judgment, order, decree, mortgage, agreement, deed of trust, indenture or other instrument to which the Company is a party or by which it is bound. All corporate action, and other authorizations prerequisite to the execution of this Agreement and the consummation of the transactions contemplated by this Agreement have been, or prior to the Effective Time will be, taken or obtained by the Company. This is a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

6.6. Conduct of Operations since August 31, 1982 and Pending the Closing.(a) Except as previously disclosed to UHS Sub in writing, since August 31, 1982, there has not been:

(i) any material adverse change in the properties, condition (financial or otherwise), assets, liabilities, business, operations or prospects of the

River Parishes

Company, except such changes which may result from laws or regulations of general application to the hospital industry;

(ii) any damage, destruction or loss of any properties or assets of the Company (whether or not covered by insurance) which materially adversely affects the conduct of the Company's business;

(iii) any declaration, setting aside or payment or other distribution in respect of any of the capital stock of the Company, or any direct or indirect redemption, purchase or other acquisition of any such stock by the Company;

(iv) any increase in compensation payable to, or any employment, bonus or compensation agreement entered into with, any employees or consultants (except in the ordinary course of business) of the Company whose annual compensation equals or exceeds \$30,000;

(v) any issue or split-up of, or grant of any option or other right to acquire any security of the Company;

(vi) any material obligation or liability (absolute or contingent) incurred by the Company, or to which the Company has become subject, except current liabilities incurred in the ordinary course of business and obligations under contracts entered in the ordinary course of business;

(vii) any entering into, amendment or termination by the Company of any material contract, agreement, permit or lease;

(viii) any amendment of the Certificate or Articles of Incorporation or By-Laws of the Company;

(ix) any commitment to borrow money entered into by the Company or mortgage of, pledge of, or subjecting to lien, charge or encumbrance of any of its assets or properties;

(x) any sale or transfer of any of the assets or properties or cancellation of any debt or claim which would constitute an asset or property of the Company in the ordinary course of conduct of its business;

(xi) any labor dispute which affects the Company's conduct of its business; or

(xii) any event or condition of any character, materially adversely affecting the operation or prospects of the Company, except such changes which may result from laws or regulations of general application to the hospital industry.

(b) Except as previously disclosed to UHS Sub in writing, since August 31, 1982, the Company has:

(i) carried on the conduct of its business only in the ordinary course and in substantially the same manner as it has heretofore;

(ii) kept in full force and effect all insurance relating to its properties and operations comparable in amount and scope of coverage to that now maintained by it;

(iii) performed all its obligations under contracts, leases and documents relating to or affecting its conduct of its business, all in the same manner as heretofore performed;

(iv) used its best efforts to maintain and preserve, and to the best of its knowledge has maintained and preserved, its properties, assets, and business organizations intact, used its best efforts to maintain, and to the best of its knowledge has maintained, its good will and relationships with its present officers, employees, suppliers, medical staff and others having a business relationship with it, and has maintained all material licenses and permits requisite to the conduct of its business as now conducted;

(v) not committed itself to any capital expenditure in excess of \$100,000;

(vi) not waived any right or cancelled any debt or claim under any contract, lease, agreement or commitment which involves the payment of more than \$50,000;

(vii) not taken any other action which the Company reasonably expects will have a material adverse effect on any of its properties, assets or business operations;

(viii) maintained in working condition all its buildings, equipment, fixtures and other property, reasonable wear and tear excepted;

(ix) not allowed the outstanding capital stock of the Company to be increased, decreased, changed into or exchanged for a different number or kind of shares or securities in any manner including without limitation, through reorganization, reclassification, stock dividend, stock split or reverse stock split;

(x) duly and timely filed all tax and information returns with the appropriate Federal, state and local governmental agencies and has promptly paid when due all taxes, excise taxes, assessments, charges, penalties and interest lawfully levied or assessed upon it or any of its property; and

(xi) made no change in its existing banking and safe deposit arrangements or granted any powers of attorney, except that the persons authorized to sign checks in the ordinary course of business may be changed upon written notice to Buyer.

6.7. Litigation or Claims. Except as previously disclosed to UHS Sub in writing, there are no actions, suits, arbitrations, governmental investigations, inquiries, or proceedings pending against or, to the knowledge of the Company, threatened against or relating to the Company, any of its assets, properties or business operations or any of the transactions contemplated by this Agreement before any court or governmental or administrative body or agency, or any private arbitration tribunal, nor does the Company know or have reasonable grounds to know of any basis for any such action, suit, arbitration, investigation, inquiry or proceeding pending before any court or governmental or administrative body or agency or any private arbitration tribunal. In connection with the conduct of its business, the Company has complied in all material respects with all applicable statutes and regulations of all governmental authorities having jurisdiction over the

Company, or any of its assets, properties or business operations. Except as previously disclosed to UHS Sub in writing, there is no outstanding order, writ, injunction or decree of any court or arbitrator, government or governmental agency against, or, to the knowledge of the Company, affecting, the Company, any of its assets, properties or business operations.

6.8. Licenses. The Company has all material contracts, licenses, permits, consents and approvals required by law or governmental regulations from all applicable Federal, state and local authorities and any other regulatory agencies for its lawful conduct of the operations of its business, and the Company is not in default in any material respect under such licenses, permits, consents and approvals. The Company has all other franchises, permits, licenses and other authorities as are necessary to enable it to conduct its business as now being conducted, and all such franchises, permits, licenses or other authorities are in full force and effect.

6.9. Books of Account. At the Effective Time the Company shall deliver to UHS Sub, the minute books, Articles of Incorporation, By-laws, stock transfer records and books of account of the Company. All other records of the Company shall be delivered to UHS Sub at the principal offices of the Company concurrently with the Effective Time. The books of account and other records of the Company are complete and correct in all material respects and accurately present and reflect, in accordance with generally accepted accounting principles consistently applied, all the transactions to which the Company is a party or by which it is bound.

6.10. Filing of Reports. Other than claims or reports pertaining to individual patients, the Company has timely filed or caused to be timely filed all cost reports and other reports of every kind whatsoever required by law or by written or oral contract or otherwise to be made with respect to the purchase of services by third party purchasers, including, but not limited to, Medicare and Medicaid programs and other insurance carriers, and all such reports are, or will be when filed, complete and accurate. The Company has paid or caused to be paid all refunds, discounts or adjustments which have become due pursuant to said reports and there is no further liability (whether or not disclosed in any report heretofore or hereafter made) for any such refund, discount or adjustment, and no interest or penalties accruing with respect thereto, except as may be disclosed in the financial statements of the Company previously furnished to UHS Sub.

6.11. Consents. The Company shall neither do nor perform any act which shall prevent UHS Sub from securing the consent and full and final approval of all Federal, State and local agencies or authorities to operate the River Parishes Medical Center and the Company shall use its best efforts to assist UHS Sub in its application for any such consents or approvals. The Company also agrees to use its best efforts to assist UHS Sub in obtaining such consents from lenders and other persons with whom the Company has contractual obligations to permit the transactions contemplated hereby.

6.12. No Untrue Representation or Warranty. No representation or warranty contained in this Agreement, nor any statement, schedule or certificate furnished or to be furnished to UHS Sub pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

7. Representations and Warranties of UHS Sub. UHS Sub represents, warrants and agrees that:

7.1. Organization and Good Standing. UHS Sub is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation with full corporate power and authority to own and lease its properties and to carry on its business as now being conducted.

7.2. Authority of UHS Sub. UHS Sub has the full corporate right, power and authority to execute, deliver and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement. This Agreement has been duly authorized, executed and delivered by UHS Sub and the execution of this Agreement and the consummation of the transactions contemplated hereby will not result in any conflict, breach or violation of or default under any charter, by-law, law, statute, rule, regulation, judgment, order, decree, mortgage, agreement, deed of trust, indenture or other instrument to which UHS Sub is a party or by which it is bound. All corporate action and other authorizations prerequisite to the execution of this Agreement and the consummation of the transactions contemplated by this Agreement have been taken or obtained by UHS Sub. This Agreement is a valid and binding agreement of UHS Sub, enforceable against UHS Sub in accordance with its terms.

7.3. No Untrue Representation or Warranty. No representation or warranty by UHS Sub in this Agreement, nor any statement or certificate furnished or to be furnished to the Company pursuant hereto or in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

8. Survival of Representations and Warranties. The representations, warranties, covenants, agreements and indemnifications of UHS Sub and the Company contained in this Agreement shall be true and correct at the Effective Time as if made on that date (except to the extent that such representations and warranties expressly relate to an earlier date, and except for changes expressly contemplated by this Agreement or in other writings delivered to the parties), shall survive the Effective Time for a period of three years and shall be deemed to be material and to have been relied upon by UHS Sub the Company.

9. Hart-Scott-Rodino Act Filings. The Company and UHS Sub shall make, or cause to be made, any and all filings which are required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act") and each will furnish, or cause to be furnished, to the other such information and assistance as may be reasonably requested in connection with the preparation of their respective filings thereunder. UHS Sub and the Company shall cooperate with each other in filing any necessary documents under the HSR Act with all Federal and other authorities having jurisdiction with respect to the transactions contemplated hereby.

10. UHS Sub's Conditions Precedent to the Effective Time. UHS Sub's agreement to consummate the Merger is subject to compliance with and the occurrence of each of the following conditions prior to the Effective Time except as any thereof may be waived by it:

(a) Each of the representations and warranties set forth in Section 6 hereof and in the written information delivered to UHS Sub in connection herewith shall be true and correct in all material respects at and as if made at the Effective Time (except to the extent that such representations and warranties expressly relate to an earlier date, and except for changes expressly contemplated by this Agreement or

in other writings delivered to the parties), and the covenants, agreements and conditions required by this Agreement to be performed and complied with by the Company shall have been performed and complied with in all material respects.

(b) UHS Sub shall have been able, prior to the Effective Time, to obtain all appropriate and necessary licenses, permits, consents, certifications and full and final approvals required to own and operate the Hospital from all Federal, state and local authorities and other regulatory agencies, and to participate in all third party reimbursement programs from all third party payors, including, without limitation, Blue Cross, Medicare and Medicaid in which the Company participates on the date hereof.

(c) UHS Sub shall have obtained all required consents to the assignment to UHS Sub of all leases and contracts of the Company which UHS Sub deems necessary.

(d) There shall have been no materially adverse changes in the condition or operations of the Company from August 31, 1982 to the Effective Date not consented to by UHS Sub in writing.

(e) The applicable waiting period under the HSR Act with respect to the transactions contemplated hereby shall have expired and no Federal, State or other authority having jurisdiction over the transactions contemplated hereby shall have taken any action to enjoin or prevent the consummation of such transactions.

(f) The adoption of this Agreement and all actions contemplated hereby which require the approval of the stockholders of the Company shall have been approved by the affirmative vote, in person or by proxy, of the holders of such percentage of the outstanding shares of the Company's capital stock entitled to vote thereon as is required by the Corporation Law.

(g) The Louisiana Division of Health Planning and Development ("Division"), the State Agency designated to carry out the provisions of Section 1122 of the Social Security Act (42 U.S.C. §1320a-l), shall have ruled that no certificate of need review in accordance with Section 1122 is required for the transactions contemplated hereby, under the Louisiana Policies and

Guidelines for Section 1122 Capital Expenditure Review, in response to a notice of the acquisition contemplated hereby having been given by UHS Sub to the Division more than sixty (60) days prior to the Effective Time. It is agreed between UHS Sub and Company that this Agreement shall be executory and shall not be deemed to be an acquisition or obligation of a capital expenditure within the meaning of Section 1122 of the Social Security Act until the Division has granted a certificate of need or rules that no certificate of need is required.

11. The Company's Conditions Precedent to the Effective Time. The Company's agreement to consummate the Merger is subject to compliance with and the occurrence of each of the following conditions, except as any thereof may be waived by it:

(a) Each of the representations and warranties set forth in Section 7 hereof shall be true and correct in all material respects at and as if made at the Effective Time and the covenants, agreements and conditions required by this Agreement to be performed and complied with by UHS Sub shall have been performed and complied with in all material respects.

(b) The applicable waiting period under the HSR Act with respect to the transactions contemplated hereby shall have expired and no Federal, State or other authority having jurisdiction over the transactions contemplated hereby shall have taken any action to enjoin or prevent the consummation of such transactions.

12. Effective Time. The Effective Time shall take place as soon as practicable after the execution of, and the fulfillment of the conditions precedent set forth in, this Agreement. Evidence of the fulfillment or waiver of the conditions set forth in Section 10 and 11 hereof shall be provided by the parties hereto to each other (a) at the offices of Reavis & McGrath, 345 Park Avenue, New York, New York 10154 at 10:00 A.M., on the business day on which the last of the conditions set forth in Section 10 and 11 hereof is fulfilled or waived or (b) at such other place and time as the parties hereto may agree.

13. Indemnification. The Company shall indemnify and hold harmless UHS Sub and its successors and assigns, at all times after the Effective Time against and in respect of:

(a) any damage, loss, cost, expense or liability (including reasonable attorney's fees) resulting to UHS Sub from any materially false, misleading or inaccurate representation, breach of warranty or non-fulfillment of any agreement or condition on the part of the Company under this Agreement or from any misrepresentation in or any omission from any certificate, list, schedule or other instrument furnished or to be furnished to UHS Sub hereunder; and

(b) all claims, actions, suits, proceedings, demands, assessments, judgments, costs and expenses incident to any of the foregoing.

14. Access, Information and Confidentiality. The Company shall give to UHS Sub and its officers, attorneys, accountants and representatives full access during normal business hours throughout the period prior to the Effective Time to all the Company's properties, books, records, contracts, commitments and all other documents relative to the operations and businesses of the Company and shall furnish UHS Sub during such period with all such information concerning its affairs as UHS Sub may reasonably request, including, without limitation, all such information and financial statements as UHS Sub or UHS, with the advice of counsel, determines are necessary to comply with the requirements of federal securities laws or to file a registration statement thereunder. UHS Sub shall maintain the confidentiality of all information furnished by the Company until after the Effective Time, and thereafter if the Merger pursuant to this Agreement is not consummated; and in the event that the transactions contemplated herein fail to close for any reason UHS and UHS Sub shall return or destroy all information, documents and copies thereof furnished. Notwithstanding the foregoing, (i) UHS or UHS Sub may disclose any such information to any bank or other financial institution in connection with any proposed financing requested by UHS or UHS Sub and (ii) in the event that UHS, with the advice of counsel, determines that disclosure is necessary to comply with the requirements of federal securities laws (including, without limitation, the inclusion of any such information in a registration statement filed thereunder), such disclosure shall be permissible.

15. Termination.

15.1. Termination. This Agreement may be terminated and the Merger herein contemplated may be abandoned at any time prior to Effective Time:

(a) By mutual action of the Boards of Directors of UHS Sub and the Company; or

(b) On March 31, 1984, if the Merger is not consummated pursuant to this Agreement on or before said date, unless the the Boards of Directors of UHS Sub and the Company shall have agreed in writing upon an extension of time in which to consummate the Merger.

15.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 15.1 hereof, this Agreement shall thereafter become null and void and of no force or effect whatsoever, and no party hereto shall have any liability to any other party hereto or its stockholders or directors or officers in respect thereof, and except that nothing herein will relieve any party from liability for any breach of this Agreement prior to such termination.

16. Stockholders' Meeting. As soon as reasonably practicable after the execution of this Agreement, UHS Sub and the Company each agrees that it will call a special meeting of its stockholders (the "Stockholders' Meeting") pursuant to Section 12:112(C) of the Corporation Law for the purpose of considering and voting upon a proposal to approve the adoption of this Agreement and all actions contemplated hereby which require the approval of its stockholders. UHS Sub and the Company each agrees that it will give the requisite notice of such meeting pursuant to the Corporation Law, that it will include with such notice a copy or summary of this Agreement, and that the notice shall include the statement required to be included by the Corporation Law. If the shareholders of UHS Sub and those of the Company approve this Agreement, such approval shall be certified on the Agreement by the respective secretaries or assistant secretaries substantially in the form of Exhibit A attached hereto (the "Secretary's Certificate"), and the Agreement, so approved and certified, shall be signed and acknowledged by the president or vice-president of both UHS Sub and of the Company substantially in the form of Exhibit B attached hereto. Both UHS Sub and the Company and their respective Boards of Directors will recommend to their stockholders such approval and use their best efforts to obtain such approval.

17. Miscellaneous.

17.1. Successors and Assigns. All the terms and provisions of this Agreement shall be binding upon and inure

to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, whether so expressed or not.

17.2. Governing Law. This Agreement will be con summated in the State of Louisiana and is to be governed by and interpreted under the laws of said State, without giving effect to the principles of conflicts of laws thereof.

17.3. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be mailed first class, registered, with postage prepaid as follows:

If to the Company, addressed to:

A. Russell Chandler, III
938 Lafayette Street
New Orleans, Louisiana 70113

with a copy to:

Leon H. Rittenberg, Esq.
Polack, Rosenberg, Rittenberg & Endom
938 Lafayette Street
New Orleans, Louisiana 70113

If to UHS Sub, addressed to:

Universal Health Services, Inc.
One Presidential Boulevard
Bala Cynwyd, Pennsylvania 19004
Attn: Mr. Alan B. Miller
President

with a copy to:

Anthony Pantaleoni, Esq.
Reavis & McGrath
345 Park Avenue
New York, New York 10154

or such other address as any person may request by notice given as aforesaid. Notices sent as provided herein shall be deemed filed on the date mailed.

17.4. Payment of Expenses. The Company and UHS Sub shall each pay their own expenses, including without limitation, the disbursements and fees of all their respective

attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated.

17.5. Merger. This Agreement, and all other written information, agreements and documents referred to herein or executed in connection herewith, constitutes the entire agreement between the parties hereto with respect to the subject hereof and no amendment, alteration or modification of this Agreement shall be valid unless in each instance such amendment, alteration or modification is expressed in a written instrument duly executed by the party or parties making such amendment, alteration or modification.

17.6. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.7. Headings. The headings contained in this Agreement have been inserted for the convenience of reference only and shall in no way restrict or modify any of the terms or provisions hereof.

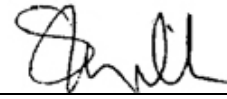
17.8. Other Documents. Each party to this Agreement will, at the request of the other, execute and deliver to such other party all such further assignments, endorsements and other documents as such other party may reasonably request in order to effect the transactions contemplated hereby.

17.9. Waiver. The failure of any party to insist, in any one or more instances, on performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, but the obligations of the parties with respect thereto shall continue in full force and effect.

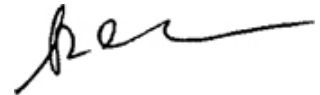
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

DIRECTORS OF UHS OF RIVER PARISHES, INC.

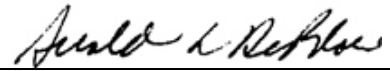




DIRECTORS OF RIVER PARISHES MEDICAL
CENTER, INC.







THE ABOVE AGREEMENT OF MERGER, having been executed by a majority of the board of directors of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the Business Corporation Law of the State of Louisiana, and that fact having been certified on said Agreement of Merger by the Secretary (or Assistant Secretary) of each corporate party thereto, the President (or Vice President) of each corporate party thereto does now hereby execute the said Agreement of Merger, by authority of the directors and shareholders thereof, as the respective agreement of each of said corporations, on this 27th day of april, 1983.

[Signature]

President (or Vice President)

[Signature]

President (or Vice President)

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 27th day of april 83, A.D. 1983, personally came before me the undersigned Notary Public in and for the county and state aforesaid, [illegible] President of [illegible], a corporation of the State of Louisiana and one of the corporations described in and which executed the foregoing Agreement of Merger, and he duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the agreement of said corporation.

IN WITNESS WHEREOF the said appearer has signed these presents and I have hereunto affixed my official hand and seal, on the day and date first hereinabove written.

(NOTARIAL SEAL)

[Signature]

NOTARY PUBLIC
REGINA B. CALLAHAN
Notary Public State of New York
No. 30-4607082
Qualified in Nassau County
Commission Expires March 30, 1985

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 27th day of april, A.D. 1983, personally came before me the undersigned Notary Public in and for the county and state aforesaid, GEORGE H. STRONG, Vice President of UHS of River Parishes, Inc., a corporation of the State of Louisiana and one of the corporations described in and which executed the foregoing Agreement of Merger, and he duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the agreement of said corporation.

IN WITNESS WHEREOF, the said appearer has signed these presents and I have hereunto affixed my official hand and seal, on the day and date first hereinabove written.

(NOTARIAL SEAL) _____

AGREEMENT
MERGING
UHS-PENDLETON, INC.
(a corporation of the State of Delaware)
INTO
UHS OF RIVER PARISHES, INC.
(a corporation of the State of Louisiana)

AGREEMENT OF MERGER, dated this 6th day of December, 2004, by and between UHS of River Parishes, Inc. a corporation organized and existing under and by virtue of the laws of the State of Louisiana and UHS-Pendleton, Inc., a corporation, organized and existing under and by virtue of the laws of the State of Delaware,

WITNESSETH that:

WHEREAS, the board of directors of each of said corporations, parties of this agreement, in consideration of the mutual agreements of each corporation as set forth hereinafter, do deem it advisable and generally to the welfare of said corporations and the respective stockholders thereof, that UHS of River Parishes, Inc. (surviving corporation) merge into itself UHS-Pendleton, Inc. (merged corporation), and that UHS-Pendleton, Inc. (merged corporation) be merged into UHS of River Parishes, Inc. (surviving corporation), under and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, UHS of River Parishes, Inc. (surviving corporation) was incorporated in Louisiana on the 31st day of January. 1983, and its registered office is in the parish of St. John the Baptist, and

WHEREAS, UHS-Pendleton, Inc. (merged corporation) was incorporated in the State of Delaware on the 21st day of August, 2003.

WHEREAS, the total number of shares which UHS of River Parishes, Inc. (surviving corporation) is authorized to issue is One Thousand (1,000) shares, of which One Thousand (1,000) shares without par value, are common shares now issued and outstanding; and

WHEREAS, the total number of shares which UHS-Pendleton, Inc. (merged corporation) is authorized to issue is One Thousand (1,000) shares, of which One Thousand (1,000) shares of the par value of One-tenth of one Dollar (\$.01) each, amounting in the aggregate to Ten Dollars (\$10.00), are now issued and outstanding;

NOW, THEREFORE, the corporations, parties to this agreement, by and between their respective boards of directors, in consideration of the mutual covenants, agreements and provisions hereinafter contained, have agreed, and do hereby agree, each with the other, that UHS of River Parishes, Inc. (surviving corporation) shall merge into itself UHS-Pendleton, Inc. (merged corporation), and that UHS-Pendleton, Inc. (merged corporation) shall be merged into said UHS of River Parishes, Inc. (surviving corporation), and do agree hereby upon and prescribe the terms and conditions of the said merger, the mode of carrying the same into effect, as follows:

FIRST

UHS of River Parishes, Inc. (surviving corporation) hereby merges into itself UHS-Pendleton, Inc. (merged corporation) and, likewise UHS-Pendleton, Inc. (merged corporation) shall be and hereby is merged into said UHS of River Parishes, Inc. (surviving corporation) and the articles of incorporation of said UHS of River Parishes, Inc. (surviving corporation) shall be the articles of incorporation of the surviving corporation.

SECOND

No amendment of the articles of incorporation of the surviving corporation is not made as a result of the merger.

THIRD

The terms and conditions of the merger are as follows:

Until altered, amended or repealed, as therein provided, the by-laws of UHS of River Parishes, Inc. (surviving corporation) as in effect on the date of filing this agreement of merger, shall be the by-laws of the surviving corporation.

The first board of directors of the surviving corporation after the date of filing this agreement of merger in the office of the Secretary of State of Louisiana shall be the directors of UHS of River Parishes, Inc. (surviving corporation) in office on said date, and their names and addresses are as follows:

The first annual meeting of the shareholders of the surviving corporation held after the date of the filing of this agreement of merger in the office of the Secretary of State of Louisiana shall be the annual meeting to be provided by the by-laws thereof for the year 2005.

The officers of the surviving 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 surviving corporation, who shall hold such offices as are set before their names from and after the date of filing this agreement of merger 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 Treasurer	Steve Filton	367 South Gulph Road King of Prussia, PA 19406
Secretary	Bruce R. Gilbert	367 South Gulph Road King of Prussia, PA 19406
Assistant Secretary	Celeste A. Stellabott	367 South Gulph Road King of Prussia, PA 19406
Assistant Treasurer	Robert M. Zurad	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 of filing of this agreement of merger in the office of the Secretary of State of Louisiana may be called or may convene in the manner provided in the by-laws 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 agreement of merger into effect and of accomplishing the merger.

Upon the effective date of this agreement of merger the separate existence of UHS-Pendleton, Inc. (merged corporation) shall cease and said corporation shall be merged into UHS of River Parishes, Inc., the surviving corporation, in accordance with the provisions of this agreement, which corporation shall possess all the rights, privileges and franchises, as well of a public as of a private nature, possessed by each of the constituent corporations and be subject to all the restrictions, disabilities and duties of each of the constituent corporations, and all the property and assets of whatsoever kind or description and all debts due on whatever account to each of the constituent corporations, including subscriptions for shares and all other chosen in action belonging to either of the constituent corporations, shall be taken and be deemed to be transferred to and vested in such surviving corporation, without further act or deed, and the title to any real estate, whether by deed or otherwise vested in either of said constituent corporations 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 said constituent corporations shall be preserved unimpaired and the surviving corporation shall be responsible for all the liabilities and obligations of UHS-Pendleton, Inc. (merged corporation) as if the surviving corporation had itself incurred such liabilities or obligations, and any claim existing or action of proceeding pending by or against said UHS-Pendleton, Inc. (merged corporation) may be prosecuted to judgment and shall bind the surviving corporation as if such merger had not taken place, or the said surviving corporation may be proceeded against or substituted in place of said UHS-Pendleton, Inc. (merged corporation).

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-Pendleton, Inc. (merged corporation) the proper officers and directors of said corporation shall and will execute and make all such proper assignments and assurances and do all thins necessary or proper to vest title in such property or rights in the surviving corporation, and otherwise to carry out the purposes of this agreement of merger.

FOURTH

The manner of converting the shares of the constituent corporations into shares or other securities of the surviving corporation shall be as follows:

Forthwith upon this merger becoming effective:


If at the time of the filing and recording of this agreement of merger UHS of River Parishes, Inc. (surviving corporation) shall own any of the outstanding shares of UHS-Pendleton, Inc. (merged corporation), such shares shall not be converted into shares of, nor shall the beneficial interest thereto pass, to, the surviving corporation, but such shares shall forthwith be surrendered for cancellation and any shares of the surviving corporation issuable in exchange therefor shall have the status of authorized but unissued shares of said corporation.

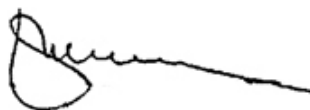
FIFTH

This merger shall become effective upon filing with the Secretary of State of Louisiana. However, for all accounting purposes the effective date of the merger shall be as of the close of business on December 7, 2004

IN WITNESS WHEREOF, the parties to this agreement of merger, pursuant to authority duly given by their respective boards of directors have caused this agreement of merger to be executed by a majority of the directors of each party hereto, and the corporate seal affixed.


UHS-PENDLETON, INC.

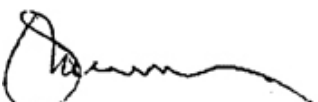
By 



A majority of the Board of Directors

UHS OF RIVER PARISHES, INC.

By 



A majority of the Board of Directors

I, Celeste A. Stellabott, Assistant Secretary of UHS of River Parishes, Inc. (surviving corporation), a corporation organized and existing under the laws of the State of Louisiana, hereby certify, as such secretary (or assistant secretary), that the Agreement of Merger to which this certificate is attached, after having been first duly signed by a majority of the board of directors on behalf of the said corporation and having been signed by a majority of the board of directors on behalf of UHS-Pendleton, Inc. (merged corporation) a corporation of the State of Louisiana was duly adopted pursuant to R.S. 12:112, La. Rev. Stats., 1950, without any vote of the shareholders of the surviving corporation; and that the agreement of merger does not amend the articles of incorporation of the surviving corporation, and the shares of any class of the surviving corporation if any are to be issued or delivered under the agreement of merger do not exceed 15 percent of the shares of the surviving corporation of the same class outstanding immediately prior to the effective date of the merger; and that approval of the shareholders of UHS-Pendleton, Inc. (surviving corporation) of the agreement of merger is not required in accordance with R.S. 12:112, La. Rev. Stats., 1950, and that the agreement of merger signed by a majority of the board of directors of said corporation is the duly adopted agreement and act of said corporation.

WITNESS my hand on this 6th day of December, 2004.

(CORPORATE SEAL)

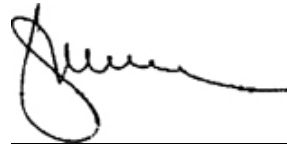
/s/ Celeste A. Stellabott

Celeste A. Stellabott, Assistant Secretary

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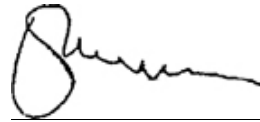
THE ABOVE AGREEMENT OF MERGER, having been executed by a majority of the board of directors of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the Business Corporation Law of the State of Louisiana, and the General Corporation Law of the State of Delaware, and that fact having been certified on said Agreement of Merger by the Assistant Secretary of each corporate party thereto, the Vice President of each corporate party thereto do now hereby execute the said Agreement of Merger by authority of the directors and sole shareholders thereof, as the respective agreement of each of said corporations, on this 6th day of December, 2004.

UHS-PENDLETON, INC.



Vice President

UHS OF RIVER PARISHES, INC.



Vice President

STATE OF PENNSYLVANIA)


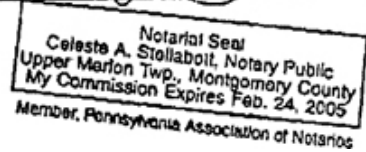
) SS:

COUNTY OF MONTGOMERY)

BE IT REMEMBERED that on this 6th day of December, 2004, personally came before me, the undersigned, a Notary Public in and for the county and state aforesaid, O. Edwin French, Vice President of UHS of River Parishes, Inc. (surviving corporation) a corporation of the State of Louisiana and one of the corporations described in and which executed the foregoing Agreement of Merger, and he duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the agreement of said corporation.

IN WITNESS WHEREOF the said appearer has signed these presents and I have hereunto affixed my official hand and seal, on the day and date first hereinabove written.

(NOTARIAL SEAL)

B Y - L A W S
O F
UHS of River Parishes, Inc.

ARTICLE I
OFFICES

Section 1. The registered office shall be located in the State of Louisiana.

Section 2. The corporation may also have offices at such other places both within and without the State of Louisiana 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 Louisiana 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 Louisiana 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 Louisiana, 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 Louisiana.

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 incorporation 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 Louisiana.

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, Louisiana". 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 Louisiana, shall (i) indemnify any person (and his heirs and legal representatives) 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.

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:26 PM 11/26/2008
FILED 04:26 PM 11/26/2008
SRV 081150284 - 3238098 FILE

CERTIFICATE OF FORMATION

OF

UHS OF ROCKFORD, LLC

FIRST. The name of the limited liability company is **UHS OF ROCKFORD, LLC.**

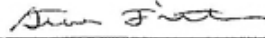
SECOND. The address of its registered office in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name of its Registered Agent at such address is Corporation Trust Company.

THIRD. The effective date shall be December 1, 2008.

[SIGNATURE APPEARS ON NEXT PAGE]

UHS of Rockford, LLC
MIA 336825-3.009773 0016

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 26th day of November, 2008.



Print Name: Steve Filton
Authorized Signatory

UHS OF ROCKFORD, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of UHS of Rockford, 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 Universal Health Services, 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 "UHS of Rockford, 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 2, 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, Universal Health Services, 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 "Indemnatee"), 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 Indemnatee 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 Indemnatee against the Company, and it shall be exclusive of any other rights to which an Indemnatee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnatee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnatee of any rights under this section with respect to any act or omission of such Indemnatee 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.

UNIVERSAL HEALTH SERVICES, INC.

By: _____
Name: Steve Filton
Title: Senior Vice President

UHS OF ROCKFORD, LLC

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

\$100

7

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:38 PM 07/02/2007
FILED 11:46 AM 07/02/2007
SRV 070772824 - 4381878 FILE

CERTIFICATE OF FORMATION

OF

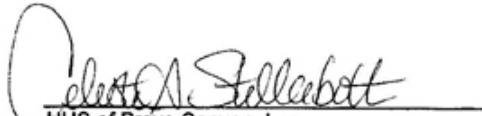
UHS OF SALT LAKE CITY, L.L.C.

1. The name of the limited liability company is UHS of Salt Lake City, L.L.C.
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. The name of its registered agent at such address is The Corporation Trust Company.

3. The name and mailing address of the Managing Member is:

UHS of Provo Canyon, Inc.
367 South Gulph Road
King of Prussia, PA 19406

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of UHS of Salt Lake City, L.L.C. this 2nd day of July 2007.


UHS of Provo Canyon, Inc.
By: Celeste A. Stellabott, Assistant Secretary

UHS OF SALE LAKE CITY, L.L.C.

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of UHS of Salt Lake City, 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 UHS of Provo Canyon, 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 "UHS of Salt Lake City, 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 July 2, 2007.

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, UHS of Provo Canyon, 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 "Indemnatee"), 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 Indemnatee 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 Indemnatee against the Company, and it shall be exclusive of any other rights to which an Indemnatee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnatee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnatee of any rights under this section with respect to any act or omission of such Indemnatee 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.

UHS OF PROVO CANYON, INC.

By: _____
Name: Steve Filton
Title: Vice President

UHS OF SALT LAKE CITY, L.L.C.

By: UHS of Provo Canyon, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

\$100

7

CERTIFICATE OF FORMATION

OF

UHS OF SAVANNAH, L.L.C.

1. The name of the limited liability company is UHS of Savannah, L.L.C.

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. The name of its registered agent at such address is The Corporation Trust Company.

3. The name and mailing address of the Sole Member is

UHS of Georgia Holdings, Inc.
367 South Gulph Road
King of Prussia, PA 19406

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of UHS of Savannah, L.L.C. this 25th day of March, 2004

UHS of Georgia Holdings, Inc.,
as Sole Member

DE083 - 5/5/00 C T System Online

UHS OF SAVANNAH, L.L.C.

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of UHS of Savannah, 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 UHS of Georgia Holdings, 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 "UHS of Savannah, 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 March 25, 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, UHS of Georgia Holdings, 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 "Indemnatee"), 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 Indemnatee 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 Indemnatee against the Company, and it shall be exclusive of any other rights to which an Indemnatee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnatee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnatee of any rights under this section with respect to any act or omission of such Indemnatee 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.

UHS OF GEORGIA HOLDINGS, INC.

By: _____
Name: Steve Filton
Title: Vice President

UHS OF SAVANNAH, L.L.C.

By: UHS of Georgia Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

\$100

7

**CERTIFICATE OF INCORPORATION
OF
UHS of Spring Mountain, Inc.**

1. The name of the corporation is: UHS of Spring Mountain, Inc.
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. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. 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)
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is as follows:

Celeste A. Stellabott
367 South Gulph Road
King of Prussia, PA 19406
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 25th day of March, 2004.

Celeste A. Stellabott, Sole Incorporator

AMENDED AND RESTATED
BY LAWS
OF
UHS OF SPRING MOUNTAIN, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be UHS of Spring Mountain, 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 representatives) 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

UHS OF SPRINGWOODS, L.L.C.

1. The name of the limited liability company is UHS of Springwoods, L.L.C.

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. The name of its registered agent at such address is The Corporation Trust Company.

3. The name and mailing address of the Sole Member is

UHS of Delaware, Inc.
367 South Gulph Road
King of Prussia, PA 19406

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of UHS of Springwoods, L.L.C. this 16th day of August 2006.

George H. Brunner, Jr., Assistant Secretary
UHS of Delaware, Inc., as Sole Member

DE083 - 5/5/00 C T System Online

UHS OF SPRINGWOODS, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of UHS of Springwoods, 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 UHS of New Orleans, 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 “UHS of Springwoods, 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 16, 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, UHS of New Orleans, 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 "Indemnatee"), 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 Indemnatee 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 Indemnatee against the Company, and it shall be exclusive of any other rights to which an Indemnatee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnatee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnatee of any rights under this section with respect to any act or omission of such Indemnatee 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.

UHS OF NEW ORLEANS, INC.

By: _____
Name: Steve Filton
Title: Vice President

UHS OF SPRINGWOODS, LLC

By: UHS of New Orleans, 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 12:09 PM 03/17/2008
FILED 11:40 AM 03/17/2008
SRV 080323233 - 4519737 FILE

CERTIFICATE OF FORMATION

OF

UHS of SummitRidge, L.L.C.

1. The name of the limited liability company is UHS of SummitRidge, L.L.C.

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. The name of its registered agent at such address is The Corporation Trust Company.

3. The name and mailing address of the Sole Member is

UHS of Peachford, LP
367 South Gulph Road
King of Prussia, PA 19406

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of UHS of SummitRidge, L.L.C. this 17th day of March, 2008.



UHS of Peachford, LP
as Sole Member

George H. Brunner, Secretary of
UHS of Peachford, LP

UHS OF SUMMITRIDGE, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of UHS of SummitRidge, 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 UHS of Peachford, L.P., 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 “UHS of SummitRidge, 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 March 17, 2008.

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, UHS of Peachford, L.P. 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 "Indemnatee"), 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 Indemnatee 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 Indemnatee against the Company, and it shall be exclusive of any other rights to which an Indemnatee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnatee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnatee of any rights under this section with respect to any act or omission of such Indemnatee 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.

UHS OF PEACHFORD, L.P.

UHS of Georgia, Inc.
Its General Partner

By: _____
Name: Steve Filton
Title: Vice President

UHS OF SUMMITRIDGE, LLC

By: UHS of Peachford, L.P.
Its Sole Member

By: UHS of Georgia, Inc.
Its General Partner

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

\$100

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**CERTIFICATE OF INCORPORATION
OF
UHS OF TEXOMA, INC.**

1. The name of the corporation is: UHS of Texoma, Inc.
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. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. 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)
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is as follows:

Celeste A. Stellabott, Sole Incorporator
Universal Health Services, Inc.
367 South Gulph Road
King of Prussia, PA 19406
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 14th day of November 2006.

Celeste A. Stellabott, Sole Incorporator

UHS OF TEXOMA, INC.

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BY-LAWS

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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 in the City of King of Prussia, State of Pennsylvania, 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.

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**ARTICLES OF INCORPORATION
OF
UHS OF TIMBERLAWN, INC.**

I, the undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is UHS of Timberlawn, Inc.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose or purposes for which the corporation is organized are:

“To engage in the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.”

ARTICLE FOUR

The aggregate number of shares which the corporation shall have authority to issue is One Thousand (1,000) of the par value of one Dollar (\$1.00) each.

The designation of each class, the number of shares of each class, and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

<u>Number of Shares</u>	<u>Class</u>	<u>Par Value per Share or Statement that Shares Without Par Value</u>
1,000	Common	\$1.00

ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand Dollars (\$1,000), consisting of money, labor done or property actually received, which sum is not less than One Thousand Dollars (\$1,000).

ARTICLE SIX

The street address of its initial registered office is c/o C T CORPORATION SYSTEM, 350 N. St. Paul Street, Dallas, Texas 75201, and the name of its initial registered agent at such address is C T CORPORATION SYSTEM.

ARTICLE SEVEN

The number of directors constituting the initial board of directors is three (3), and the name and address of each person who is to serve as director until the first annual meeting of the shareholders or until a successor is elected and qualified are:

<u>Name</u>	<u>Address</u>
Alan B. Miller	367 South Gulph Road, King of Prussia, PA 19406
Kirk E. Gorman	367 South Gulph Road, King of Prussia, PA 19406
Thomas J. Bender	367 South Gulph Road, King of Prussia, PA 19406

ARTICLE EIGHT

The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
Sherrie L. Hedrick	367 South Gulph Road, King of Prussia, PA 19406

IN WITNESS WHEREOF, I have hereunto set out my hand this 25th day of June, 1996.

/s/ Sherrie L. Hedrick
Sherrie L. Hedrick

[ILLEGIBLE]

AMENDED AND RESTATED

BY LAWS

OF

UHS OF TIMBERLAWN, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be UHS of Timberlawn, Inc. (the “Corporation”).

Section 2. Offices. The registered office of the Corporation shall be in the State of Texas. The Corporation may also have offices at such other places both within and without the State of Texas as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 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 Texas 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 Texas 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 Texas 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 Texas.

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, Texas." 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 Texas, shall (i) indemnify any person (and his heirs and legal representatives) 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 INCORPORATION
OF
UHS OF TIMPANOGOS, INC.**

1. The name of the corporation is: UHS of Timpanogos, Inc.
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. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. 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)
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is as follows:

Celeste A. Stellabott, Sole Incorporator
Universal Health Services, Inc.
367 South Gulph Road
King of Prussia, PA 19406
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 21st day of September 2005.

Celeste A. Stellabott, Sole Incorporator

AMENDED AND RESTATED

BY LAWS

OF

UHS OF TIMPANOGOS, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be UHS of Timpanogos, 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 representatives) 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

The Commonwealth of Massachusetts

D

pxg
Examiner

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION (General Laws, Chapter 156B)

ARTICLE I

The exact name of the corporation is:

UHS of Westwood Pembroke, Inc.

LF
Name
Approved

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

Own And Operate A Behavioral Health Facility. Notwithstanding the foregoing, the purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the Massachusetts Business Corporation Law.

C ☒
P ☐
M ☐
R.A. ☒

00321036

8
P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

(MASS. - 1635 - 10/11/95)
c 1 amper

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:	1,000	\$0.01
Preferred:		Preferred:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

****Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:**

****If there are no provisions state "None".**

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:
45 Clapboard Tree Street, Westwood, Massachusetts 02090

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Alan B. Miller	57 Crosby Brown Road, Gladwyne, PA 19035	
Treasurer:	Kirk E. Gorman	1566 Hancock Lane, Wayne, PA 19087	
Clerk:	Bruce R. Gilbert	722 Clarendon Road, Penn Valley, PA 19072	
Directors:	Alan B. Miller	367 S. Gulph Road, King of Prussia, Pennsylvania	
	Kirk E. Gorman	367 S. Gulph Road, King of Prussia, Pennsylvania	
	Debra K. Osteen	367 S. Gulph Road, King of Prussia, Pennsylvania	

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is: CT CORPORATION SYSTEM
101 Federal Street, Boston, Massachusetts 02110

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 16th day of November, 1990

Debra K. Mitchell 46 CT Corporation 101 Federal St. Boston MA
Debra K. Mitchell 02110

[Signature] 70
Res. Officer

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

(MASS. - 1635)

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF AMENDMENT (General Laws, Chapter 156B, Section 72)

Name
Approved

We, Steve Filton, ~~President~~ / ~~Vice President~~,

and Celeste A. Stellabott, ~~Chair~~ / ~~Assistant Clerk~~,

of UHS of Westwood Pembroke, Inc.

(Exact name of corporation)

located at 45 Clapboard Tree Street, Westwood, MA

(Street address of corporation in Massachusetts)

certify that these Articles of Amendment affecting articles numbered:

II

(Number those articles 1, 2, 3, 4, 5 and/or 6 being amended)

of the Articles of Organization were duly adopted at a meeting held on January 10th, ²⁰~~20~~01, by vote of:

1,000 shares of Common of 1,000 shares outstanding,
(type, class & series, if any)

 shares of of shares outstanding, and
(type, class & series, if any)

 shares of of shares outstanding,
(type, class & series, if any)

C ☐
P ☐
M ☐
R.A. ☐

¹ ~~**being at least a majority of each type, class or series outstanding and entitled to vote thereon: / or ² **being at least two-thirds of each type, class or series outstanding and entitled to vote thereon and of each type, class or series of stock whose rights are adversely affected thereby:~~

⁴ ~~Delete the inapplicable words.~~

⁵ ~~Delete the inapplicable clause.~~

⁶ ~~For amendments adopted pursuant to Chapter 156B, Section 70.~~

⁷ ~~For amendments adopted pursuant to Chapter 156B, Section 71.~~

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

(MASS. - 1636 - 9/25/95)

To change the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total presently authorized is:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

Change the total authorized to:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

Article II

The purpose of the corporation is to engage in the following activities:

Own and operate two behavioral health facilities. Notwithstanding the foregoing, the purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the Massachusetts Business Corporation Law.

AMENDED AND RESTATED
BY LAWS
OF
UHS OF WESTWOOD PEMBROKE, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be UHS of Westwood Pembroke, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the Commonwealth of Massachusetts. The Corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts 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 Massachusetts 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 Massachusetts 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 Massachusetts 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 Massachusetts.

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, Massachusetts." 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 Massachusetts, 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 INCORPORATION
OF
UHS OF WYOMING, INC.**

1. The name of the corporation is: UHS of Wyoming, Inc.
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. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. 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)
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is as follows:

Celeste A. Stellabott, Sole Incorporator
Universal Health Services, Inc.
367 South Gulph Road
King of Prussia, PA 19406
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 23rd day of August 2005.

Celeste A. Stellabott, Sole Incorporator

AMENDED AND RESTATED**BY LAWS****OF****UHS OF WYOMING, INC.****ARTICLE I****NAME AND OFFICES**

Section 1. Name. The name of the corporation shall be UHS of Wyoming, 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 representatives) 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

**AMENDMENT TO ARTICLES OF ORGANIZATION
OF
KEYSTONE OKLAHOMA CITY LLC**

Keystone Oklahoma City LLC, an Oklahoma Limited Liability Company (“the Company”), pursuant to the Oklahoma Liability Company hereby executed the following amendment:

1. The name of the professional limited liability company is:

KEYSTONE OKLAHOMA CITY LLC

2. The date of filing of the original articles of organization was May 10, 2005.

3. The amendment to the articles of organization is a change in the name of the Company. The name of the Company is hereby changed to:

UHS OKLAHOMA CITY LLC

December 27, 2005.

UHS OKLAHOMA CITY LLC

By: Keystone Education and Youth Services, LLC
Sole Member and Manager

By: /s/ Steve Filton
Name: Steve Filton, Vice President

OKLAHOMA SECRETARY OF STATE



SOS



2928510004

**ARTICLES OF ORGANIZATION
OF AN
OKLAHOMA LIMITED LIABILITY COMPANY**

TO: OKLAHOMA SECRETARY OF STATE
2300 N Lincoln Blvd., Room 101, State Capitol Building
Oklahoma City, Oklahoma 73105-4897
(405) 522-4560

The undersigned, for the purpose of forming an Oklahoma limited liability company pursuant to the provisions of 18 O.S., Section 2004, does hereby execute the following articles:

1. The name of the limited liability company (**Note:** The name must contain either the words **limited liability company** or **limited company** or the abbreviations **LLC**, **LC**, **L.L.C.** or **L.C.** The word limited may be abbreviated as **Ltd.** and the word Company may be abbreviated as **Co.**):

Keystone Oklahoma City LLC

2. The street address of its principal place of business, wherever located:

3401 West End Avenue, Suite 400, Nashville, Tennessee 37203

Street address	City	State	Zip Code
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3. The name and street address of the resident agent in the state of Oklahoma:

The Corporation Company, 735 First National Building, 120 North Robinson, Oklahoma City, OK 73102

Name	Street Address	City	State	Zip Code
(P.O. Boxes are not acceptable.)				

4. The term of existence: perpetual

Articles of organization must be signed by at least one person who need not be a member of the limited liability company.

Dated: May 10, 2005

Signature: 

Type or Print Name: L. Hunter Rost, Esq., organizer

Address: c/o Waller Lansden Dortch & Davis, PLLC, 511 Union Street, Suite 2700, Nashville, TN 37219

RECEIVED

MAY 10 2005

OKLAHOMA SECRETARY
OF STATE

UHS OKLAHOMA CITY, LLC
OPERATING AGREEMENT

THIS OPERATING AGREEMENT ("Agreement") is entered into as of May 10, 2005 by UHS of Oklahoma, Inc., an Oklahoma corporation and the sole member (the "Member") of UHS Oklahoma City, LLC, an Oklahoma limited liability company (the "LLC").

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.

"Act" means Oklahoma and any successor statute, as amended from time to time.

"Agreement" means this 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 of Oklahoma, Inc., 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.

"Secretary of State" means the Secretary of State in the State of Oklahoma.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The Managing Member has caused the LLC to be organized under and pursuant to the Act by causing a certificate of formation (the "Certificate") to be prepared, executed and filed with the office of the Oklahoma Secretary of State on May 10, 2005. The Member hereby ratifies the filing of the Certificate by Steve Filton as an authorized person and any acts of the LLC between the date of filing of the Certificate and the date hereof.

2.2. Name of the LLC. The name of the LLC shall be "UHS Oklahoma City, 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 of by the office of the Oklahoma Secretary of State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State of Oklahoma shall be The Corporation Company located at 1833 South Morgan Road Oklahoma City, OK, 73128.

2.5. 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.

2.6. Member. UHS of Oklahoma, 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.

2.7. No State-Law Partnership. The Member intends that the Company 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 has made the Capital Contributions to the LLC set forth on Exhibit A as of the date hereof.

3.2. Additional Capital Contributions. The Member may, but is not required to, make additional Capital Contributions to the LLC from time to time. Exhibit A shall be amended automatically from time to time to reflect the total amount of Capital Contributions to the LLC made by the Member to the date of Exhibit A as so amended. 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 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 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 law of the State of Oklahoma, 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.

UHS OF OKLAHOMA, INC.
Sole Member

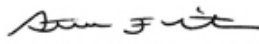
By: 
Steve Filton
Vice President

Exhibit A

Capital Contributions

\$100

**CERTIFICATE OF INCORPORATION
OF
UHS SAHARA, INC.**

1. The name of the corporation is: UHS Sahara, Inc.
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. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. 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)
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the sole incorporator is as follows:

Celeste A. Stellabott, Sole Incorporator
Universal Health Services, Inc.
367 South Gulph Road
King of Prussia, PA 19406
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 15th day of December 2005.

Celeste A. Stellabott, Sole Incorporator

AMENDED AND RESTATED**BY LAWS****OF****UHS SAHARA, INC.****ARTICLE I****NAME AND OFFICES**

Section 1. Name. The name of the corporation shall be UHS Sahara, 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 representatives) 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 INCORPORATION

OF

UHS OF BELMONT, INC.

FIRST: The name of the corporation is UHS of Belmont, Inc.

SECOND: The address of the corporation's registered office in the State of Delaware is No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the corporation has authority to issue is two hundred (200) shares of the par value of one dollar (\$1.00) each.

FIFTH: The name and mailing address of the incorporator is Warren J. Nimetz, 345 Park Avenue, New York, New York 10154.

SIXTH: The names of the persons who are to serve as directors until the first annual meeting of stockholders (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.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 16th day of November, 1981.

/s/ Warren J. Nimetz


Warren J. Nimetz

00002

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

I, ALAN KAZANOWITZ , a notary public, hereby certify that on the 16th of November, 1981 personally appeared before me Warren S. 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.

ALAN J. KAZANOWITZ
Notary Public, State of New York
No. 31-4715863
Qualified in New York County
Commission Expires March 30, 1982


Notary Public

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 18th day of July 2000, pursuant to Section 251 of the General Corporation Law of the State of Delaware, between UHS of Bethesda, Inc., a Delaware corporation, and UHS of Belmont, Inc., a Delaware corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation, as hereinafter specified; and

WHEREAS, the registered office of said UHS of Belmont, Inc. in the State of Delaware is located at 1209 Orange Street in the City of Wilmington, County of New Castle, and the name of its registered agent at such address is The Corporation Trust Company; and the registered office of UHS of Bethesda, Inc. in the State of Delaware is located at 1209 Orange Street in the City of Wilmington, County of New Castle, and the name of its registered agent at such address is The Corporation Trust Company.

NOW, THEREFORE, the corporations, parties to this agreement in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: UHS of Belmont, Inc. hereby merges into itself UHS of Bethesda, Inc. and said UHS of Bethesda, Inc. shall be and hereby is merged into UHS of Belmont, Inc., which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of UHS of Belmont, Inc., which is the surviving corporation, as heretofore amended and as in effect on the date of the merger provided for in this agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving the merger.

*STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 07/21/2000
001370259 - 0926544*

THIRD: 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: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this merger shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effecting upon filing with the Secretary of State of Delaware.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes

hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

IN WITNESS WHEREOF, the parties to this agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors and that fact having been certified on said Agreement of Merger by the Secretary of each corporate party thereto, have caused these presents to be executed by the Vice President and attested by the Secretary of each party hereto as the respective act, deed and agreement of each of said corporations, on this 18th day of July 2000.

ATTEST:

/s/ Bruce R. Gilbert

Bruce R. Gilbert

Secretary

UHS OF BELMONT, INC.

By:

/s/ Kirk E. Gorman

Kirk E. Gorman

Vice President and Treasurer

ATTEST:

/s/ Bruce R. Gilbert

Bruce R. Gilbert

Secretary

UHS OF BETHESDA, INC.

By:

/s/ Kirk E. Gorman

Kirk E. Gorman

Vice President and Treasurer

**CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF INCORPORATION OF
UHS OF BELMONT, INC.**

Pursuant to the provisions of Section 242(b) of the Delaware General Corporation Law, UHS of Belmont, Inc., a Delaware corporation (the “Corporation”) adopts the following Certificate of Amendment to its Certificate of Incorporation:

**ARTICLE I
Name**

The name of the Corporation is UHS of Belmont, Inc.

**ARTICLE II
Amendment**

Paragraph First of the Certificate of Incorporation of the Corporation is amended to read as follows:

“FIRST: The name of the corporation is UHS-Corona, Inc.”

**ARTICLE III
Date of Adoption**

This amendment was adopted on the 9th day of June, 2003

**ARTICLE IV
Manner of Adoption**

This amendment was duly approved by the sole shareholder of the Corporation and the number of votes cast for the amendment by the sole shareholder was sufficient for approval.

Dated this 9th day of June 2003.

UHS OF BELMONT, INC.

/s/ Steven G. Filton

By: Steven G. Filton

Title: Vice President and Treasurer

*State of Delaware
Secretary of State
Division of Corporations
Delivered 04:28 PM 06/09/2003
FILED 04:23 PM 06/09/2003
SRV 030379193 - 0926544 FILE*

B Y - L A W S
O F
UHS OF BELMONT, INC. n/k/a
UHS-CORONA, INC.

ARTICLE I
OFFICES

Section 1. The registered office shall be located 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, 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 Delaware 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 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.

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 Delaware.

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 incorporation 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 Delaware.

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, 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 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.

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AMENDED AND RESTATED CHARTER

OF

UNITED HEALTHCARE OF HARDIN, INC.

Pursuant to the provisions of Section 48-303 of the Tennessee General Corporation Act, United Healthcare of Hardin, Inc. (the "Corporation") hereby amends and restated its charter for such corporation to read as follows:

ARTICLE ONE

The name of the Corporation is UNITED HEALTHCARE OF HARDIN, INC.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The corporation is for profit.

ARTICLE FOUR

1. The purposes for which the Corporation is organized and formed, and the business to be carried on and the objectives by it are:

- a. to own, operate and manage a psychiatric and substance abuse treatment facility; to enable the refinancing of such with the assistance of mortgage insurance under the National Housing Act; to enter into, perform, and carry out contracts of any kind necessary to, or in connection with, or incident to, the accomplishment of the purposes of the Corporation, including, expressly, the execution of a Regulatory Agreement with the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner, and of such other instruments and undertakings as may be desirable or necessary to comply with the requirements of the National Housing Act, as amended, and the Regulations of the Secretary thereunder; to acquire any property, real or personal, in fee or under lease, or any rights therein or appurtenant thereto, necessary for the operation of the project; to borrow money and to issue evidence of indebtedness, and to secure the same by mortgage, pledge or other lien, in furtherance of any or all of the objects of its business in connection with said project; and

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b. to transact any and all other lawful business or which a corporation may be incorporated under the laws of the State of Tennessee.

2. The Regulatory Agreement and other instruments and undertakings shall remain binding upon the Corporation, its successors and assigns, so long as a mortgage on the Corporation's property is insured or held by the Secretary of Housing and Urban Development ("HUD"). In the event of any conflict between the Regulatory Agreement and the terms of these Articles, or the Bylaws of the Corporation, the Regulatory Agreement shall take precedence.

3. So long as the Secretary of Housing and Urban Development, or his successors or assigns, is the insurer or holder of the mortgage on Lincoln Trail Hospital, 083-22002-PM- REF/CON, no amendment to these Articles which results in any of the following shall be of force or effect without the prior written consent of HUD:

- a. any amendment which modifies the duration of the corporate existence of the Corporation;
- b. any amendment which results in the requirement that a HUD prior participation certification be obtained for any additional party; and
- c. any amendment which in any way impacts or affects the HUD Mortgage or Regulatory Agreement.

ARTICLE FIVE

The aggregate number of shares which the Corporation shall have authority to issue is Two Thousand (2,000) shares without par value common stock. All shares shall have equal rights without preferences or preemptive rights. Shares may be issued for such consideration as is fixed from time to time by the Board of Directors in accordance with Section 1244 of the Internal Revenue Code.

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ARTICLE SIX

The address of the principal office of the Corporation in the State of Tennessee is:

104 East Park Drive, Suite 309.
Brentwood, TN 37027

and its registered agent in the State of Tennessee is:

John E. Gillmor
414 Union Street, Suite 1600
Nashville, TN 37219

ARTICLE SEVEN

The complete address of the corporation's principal office is 104 East Park Drive, Suite 309, Brentwood, Williamson County, Tennessee 37027.

ARTICLE EIGHT

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE NINE

The name and address of the incorporator is:

John E. Gillmor
414 Union Street, Suite 1600
Nashville, TN 37219

ARTICLE TEN

To the greatest extent permitted by Tennessee law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 48-18-304 of the Tennessee Code or (iv) for any transaction from which the director derives an improper personal benefit. If the Tennessee Code is amended hereafter 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 Tennessee Code, as so amended.

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Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely, affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE ELEVEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Tennessee Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue with respect to an indemnatee who has ceased to be a director or officer and shall inure to the benefit of the indemnatee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall not indemnify any such indemnatee in connection with a proceeding initiated by such indemnatee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Tennessee Code requires, an advancement of expenses incurred by an indemnatee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnatee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnatee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnatee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnatee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnatee to enforce a right to indemnification hereunder (but not a suit brought by the indemnatee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to

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SECRETARY OF STATE

recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Tennessee Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Tennessee Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

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RILEY C. SMITH
SECRETARY OF STATE

ARTICLE THIRTEEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors,

IN WITNESS WHEREOF, I have hereunto set my hand, this 9th day of June, 1997, the foregoing Amended and Restated Charter having been adopted by the written consent of the Corporation's Board of Directors and Shareholders on June 9, 1997 to be effective upon filing with the Secretary of State for the State of Tennessee.

UNITED HEALTHCARE OF HARDIN, INC.

By:  _____
Denzel L. Patterson, Secretary

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AMENDED AND RESTATED
BY LAWS
OF
UNITED HEALTHCARE OF HARDIN, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be United Healthcare of Hardin, 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

NOV-30-2001 12:53

STATE OF DELAWARE
 SECRETARY OF STATE 02/03
 DIVISION OF CORPORATIONS
 FILED 09:00 AM 11/30/2001
 010609306 - 3462567

CERTIFICATE OF INCORPORATION
OF
UNIVERSAL HEALTH SERVICES OF PALMDALE, INC.

1. The name of the corporation is Universal Health Services of Palmdale, Inc.
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. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. 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 of Ten Dollars (\$10.00).
5. The name and mailing address of the incorporator is as follow:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Celeste A. Stellabott	367 South Gulph Road King of Prussia, PA 19406

The name and mailing address of each person who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Alan B. Miller	367 South Gulph Road King of Prussia, PA 19406
Kirk E. Gorman	367 South Gulph Road King of Prussia, PA 19406
Steve Filton	367 South Gulph Road King of Prussia, PA 19406

6. The corporation is to have perpetual existence.

7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.

8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 30th day of November 2001.


Celeste A. Stellabott
Sole Incorporator

DE001 - 12/20/00 C T System Online

UNIVERSAL HEALTH SERVICES OF PALMDALE, 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 in the City of King of Prussia, State of Pennsylvania, 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, commencing with the year 2002 shall be held on the 1st day of December if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10:00 a.m, or at 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 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 10 days nor more than 7 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 5 days nor more than 3 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 (3). 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 two 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 of 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.

DE002 - 7/7/00 C T System Online

ARTICLES OF INCORPORATION

OF

Universal Health Services of Rancho Springs, Inc.

FIRST: That the name of the corporation is Universal Health Services of Rancho Springs, Inc.

SECOND: The name of this corporation's initial agent for service of process in the State of California is:

C T CORPORATION SYSTEM

THIRD: This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is: One Thousand (1,000).

FOURTH: 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.

FIFTH: The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

IN WITNESS WHEREOF, the undersigned has executed these Articles this October 19, 2000.

/s/ G. Thomas Spencer

G. Thomas Spencer

Incorporator

AGREEMENT OF MERGER

This Agreement of Merger is entered into between Universal Health Services of Rancho Springs, Inc., a corporation duly organized and existing under the laws of the State of California, herein called the surviving corporation, and Inland Valley Regional Medical Center, Inc., a corporation duly organized and existing under the laws of the State of California, herein called the merging corporation.

1. The merging corporation shall be merged into the surviving corporation.
2. There are no amendments to the Articles of Incorporation of the surviving corporation to be effected by the merger.
3. The terms and conditions of the merger are as follows:
 - A. Universal Health Services of Rancho Springs, Inc., a corporation organized under the laws of the State of California, shall merge with and into itself and assume the liabilities and obligations of Inland Valley Regional Medical Center, Inc., a corporation organized under the laws of the State of California. The name of the surviving corporation is Universal Health Services of Rancho Springs, Inc.
 - B. The effective date of the merger shall be July 1, 2002. On the effective date of the merger all of the issued and outstanding shares of Inland Valley Regional Medical Center, Inc. shall be cancelled without consideration and no shares of the surviving corporation shall be issued in exchange therefor.
 - C. The Articles of Incorporation of Universal Health Services of Rancho Springs, Inc. shall be the Articles of Incorporation of the corporation surviving the merger. No changes or amendments shall be made to the Articles of Incorporation because of the merger.
 - D. The Bylaws of Universal Health Services of Rancho Springs, Inc. shall be the bylaws of the corporation surviving the merger.
 - E. The Directors and Officers of Universal Health Services of Rancho Springs, Inc. shall be the Directors and Officers of the corporation surviving the merger, and shall serve until their successors are elected.

IN WITNESS WHEREOF the parties have executed this Agreement on June 19, 2002.

UNIVERSAL HEALTH SERVICES
OF RANCHO SPRINGS, INC.

INLAND VALLEY REGIONAL
MEDICAL CENTER, INC.

By: /s/ Steve Filton
Steve Filton, Vice President

By: /s/ Steve Filton
Steve Filton, Vice President

By: /s/ Bruce R. Gilbert
Bruce R. Gilbert, Secretary

By: /s/ Bruce R. Gilbert
Bruce R. Gilbert, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Steve Filton and Bruce R. Gilbert certify that:

1. They are Vice President and Secretary of Inland Valley Regional Medical Center, Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation. The effective date of the merger shall be July 1, 2002.
4. There is only one class of shares and the number of shares outstanding is 1,000.

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: June 19, 2002

/s/ Steve Filton

Steve Filton, Vice President

/s/ Bruce R. Gilbert

Bruce R. Gilbert, Secretary

UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC.

* * * * *
B Y - L A W S
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ARTICLE I

OFFICES

Section 1. The principal executive office shall be located in King of Prussia, Pennsylvania.

Section 2. 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

ANNUAL MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders for the election of directors shall be held in King of Prussia, State of Pennsylvania, 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 California as shall be designated from time to time by the board of directors and stated in the notice of the meeting. Meetings of shareholders for any other purpose may be held at such time and place, within or without the State of California, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. If no other place is stated or fixed, shareholders' meetings shall be held at the principal executive office of the corporation.

Section 2. Annual meetings of shareholders, commencing with the year 2,001, shall be held on the 1st of November if not a legal holiday, and if a legal holiday, then on the next secular day following at 10:0 A.M., or

at 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 or printed notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder entitled to vote thereat not less than 10 (or, if sent by third-class mail, 30) nor more than 60 days before the date of the meeting. Notice may be sent by third-class mail only if the outstanding shares of the corporation are held of record by 500 or more persons (determined as provided in section 605 of the California General Corporation Law) on the record date for the shareholders' meeting.

ARTICLE III

SPECIAL MEETINGS OF SHAREHOLDERS

Section 1. Special meetings of shareholders for any purpose other than the election of directors may be held at such time and place within or without the State of California as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president, the board of directors, or the holders of not less than 10 percent of all the shares entitled to vote at the meeting and if the corporation has a chairman of the board of directors, special meetings of the shareholders may be called by the chairman.

Section 3. Written or printed notice of a special meeting of shareholders, stating the time, place and purpose or purposes thereof, shall be given to each shareholder entitled to vote thereat not less than 10 (or, if sent by third-class mail, 30) nor more than 60 days before the date fixed for the meeting. Notice may be sent by third-class mail only if the outstanding shares of the corporation are held of record by 500 or more persons (determined as provided in section 605 of the California General Corporation Law) on the record date for the shareholders' meeting.

Section 4. The business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

ARTICLE IV

QUORUM AND VOTING OF STOCK

Section 1. 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 original meeting.

Section 2. If a quorum is present, the affirmative vote of a majority of the shares of stock represented and voting at the meeting (which shares voting affirmatively also constitute at least a majority of the required quorum), shall be the act of the shareholders unless the vote

of a greater number or voting by classes is required by law or the articles of incorporation.

Section 3. 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, upon satisfaction of the requirements set forth in Section 708(b) of the California General Corporation Law, to cumulate the vote of said shares, and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which the shareholder's shares are normally entitled, or to distribute the votes on the same principle among as many candidates as he may see fit. Section 708(b) of the California General Corporation Law provides that no shareholder shall be entitled to cumulate votes for any candidate for the office of director unless such candidates' names have been placed in nomination prior to the voting and at least one shareholder has given notice at the meeting prior to the voting of his intention to cumulate his votes.

Section 4. Unless otherwise provided in the articles, any action, except election of directors, which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such

action at a meeting at which all shares entitled to vote thereon were present and voted. Except to fill a vacancy in the board of directors not filled by the directors, directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors. Any election of a director to fill a vacancy (other than a vacancy created by removal) not filled by the directors requires the written consent of a majority of the shares entitled to vote.

ARTICLE V

DIRECTORS

Section 1. The number of directors shall be 3. Directors need not be residents of the State of California 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. Unless otherwise provided in the articles of incorporation, vacancies, except for a vacancy created by the removal of a director, 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. Unless otherwise provided in the articles of incorporation any vacancy created by the removal of a director shall be filled by the shareholders by the vote of a majority of the shares entitled to vote at a meeting at which a quorum is present. Any vacancies, which may be filled by directors and are not filled by the directors, may be filled by the shareholders by a majority of the shares

entitled to vote at a meeting at which a quorum is present.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these bylaws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of California, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers or otherwise.

ARTICLE VI

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Meetings of the board of directors, regular or special, may be held either within or without the State of California.

Section 2. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 3. Regular meetings of the board of directors may be held

upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 4. Special meetings of the board of directors may be called by the president on 5 days' notice to each director, either personally or by mail or by telephone or by facsimile telecommunication; 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 5. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. A majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 7. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if 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.

ARTICLE VII

EXECUTIVE COMMITTEE

Section 1. The board of directors, by resolution adopted by a majority of the number of directors fixed by the bylaws or otherwise, may designate two or more directors to constitute an executive committee, which 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. The executive committee shall keep regular minutes of its proceedings and report the same to the board when required. The board of directors may designate one or more directors as alternate members of the executive committee. The executive committee shall not have authority: (1) To approve any action which will also require the shareholders' approval; (2) To fill vacancies on the board or in any committee; (3) To fix the compensation of directors for serving on the board or on any committee; (4) To amend or repeal the bylaws or adopt new bylaws; (5) To amend or repeal any resolution of the board which by its express terms is not so amendable or repealable; (6) To make a distribution to the shareholders except at a rate or in a periodic amount or within a price range determined by the board; or (7) To appoint other committees of the board or the members thereof.

ARTICLE VIII

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these bylaws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by facsimile telecommunication. Notice to any shareholder shall be given at the address furnished by such shareholder for the purpose of receiving notice. If such address is not given and if no address appears on the records of the corporation for such shareholder, notice may be given to such shareholder at the place where the principal executive office of the corporation is located or by publication at least once in a newspaper of general circulation in the county in which said principal executive office is located. If a notice of a shareholders' meeting is sent by mail it shall be sent by first-class mail, or, in case the corporation has outstanding shares held of record by 500 or more persons (determined as provided in Section 605 of the California General Corporation Law) on the record date for the shareholders' meeting, notice may be by third-class mail.

Section 2. Whenever any notice whatever is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX

OFFICERS

Section 1. The officers of the corporation, except those elected in accordance with Sec. 210 of the California General Corporation Law, shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a chief financial officer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers.

Section 2. The board of directors, at its first meeting after each annual meeting of shareholders, shall choose a president, one or more vice-presidents, a secretary and a chief financial officer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions

of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

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 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 CHIEF FINANCIAL OFFICER

Section 11. The chief financial officer 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 chief financial officer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of

whatever kind in his possession or under his control belonging to the corporation.

Section 14. The chief financial officer is, for the purpose of executing any documents requiring the signature of the "Treasurer," deemed to be the treasurer of the corporation.

THE ASSISTANT TREASURERS

Section 15. The assistant treasurers, 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 chief financial officer, perform the duties and exercise the powers of the chief financial officer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE X

CERTIFICATES FOR SHARES

Section 1. Every holder of shares in the corporation shall be entitled to have a certificate, 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 the chief financial officer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, certifying the number of shares and the class or series of shares owned by him in the corporation. If the shares of the corporation are classified or if any class of shares has two or more series, there shall appear on the certificate either (1) a statement of the rights, preferences, privileges and restrictions granted to or imposed upon each class or series of shares to be issued and upon the holders thereof; or (2) a summary of such rights, preferences, privileges and restrictions

with reference to the provisions of the articles and any certificates of determination establishing the same; or (3) a statement setting forth the office or agency of the corporation from which shareholders may obtain, upon request and without charge, a copy of the statement referred to in item (1) heretofore. Every certificate shall have noted thereon any information required to be set forth by the California General Corporation Law and such information shall be set forth in the manner provided by such law.

Section 2. Any or all of the signatures on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of 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. 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 or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate cancelled and the transaction recorded upon the books of the corporation.

CLOSING OF TRANSFER BOOKS

Section 5. In order that the corporation may determine the shareholders entitled to notice of any meeting or to vote or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action, the board may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days prior to the date of such meeting nor more than 60 days prior to any other action.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the board fixes a new record date for the adjourned meeting, but the board shall fix a new record date if the meeting is adjourned for more than 45 days from the date set for the original 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 California.

ARTICLE XI
GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation and the California General Corporation Law.

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.

CHECKS

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 4. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 5. The corporate seal shall have inscribed thereon the name of the corporation, the date of its incorporation 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.

ARTICLE XII

AMENDMENTS

Section 1. These bylaws may be altered, amended or repealed or new bylaws may be adopted (a) at any regular or special meeting of shareholders at which a quorum is present or represented, by the affirmative vote of a majority of the stock entitled to vote, provided notice of the proposed alteration, amendment or repeal be contained in the notice of such meeting, or (b) by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

The board of directors shall not make or alter any bylaw specifying a fixed number of directors or the maximum or minimum number of directors and the directors shall not change a fixed board to a variable board or vice versa in the bylaws. The board of directors shall not change a bylaw, if any, which requires a larger proportion of the vote of directors for approval than is required by the California General Corporation Law.

ARTICLE XIII

DIRECTORS' ANNUAL REPORT

Section 1. The directors shall cause to be sent to the shareholders

not later than 120 days after the close of the fiscal year, an annual report which shall include a balance sheet as of the closing date of the last fiscal year, and an income statement of changes in financial position for said fiscal year. Said annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation. This annual report is hereby waived whenever the corporation shall have less than 100 shareholders as defined in Section 605 of the California General Corporation Law. Except when said waiver applies, the annual report shall be sent to the shareholder at least 15 (or if sent by third-class mail, 35) days prior to the date of the annual meeting. The annual report may be sent by third-class mail only if the corporation has outstanding shares held by 500 or more persons (as determined by the provisions of Section 605 of the California General Corporation Law) on the record date for the shareholders' meeting. In addition to the financial statements included in the annual report, the annual report of the corporation, if it has more than 100 shareholders as defined in Section 605 of the California General Corporation Law and if it is not subject to the reporting requirements of Section 13 of the Securities and Exchange Act of 1934, or exempt from such registration by Section 12(g) (2) of said act, shall also describe briefly: (1) Any transaction (excluding compensation of officers and directors) during the previous fiscal year involving an amount in excess of forty thousand dollars (\$40,000) (other than contracts let at competitive bids or services rendered at prices regulated by law) to which the corporation or its parent or subsidiary was a party and in which any director or officer of the corporation or of a subsidiary or (if known to the corporation or its parent or subsidiary)

any holder of more than 10 percent of the outstanding voting shares of the corporation had a direct or indirect material interest, naming such person and stating such person's relationship to the corporation, the nature of such person's interest in the transaction and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated; and provided further that no such report need be made in the case of transactions approved by the shareholders under subdivision (a) of Section 310 of the California General Corporation Law.

(2) The amount and circumstances of any indemnification or advances aggregating more than ten thousand dollars (\$10,000) paid during the fiscal year to any officer or director of the corporation pursuant to Section 317 of the California General Corporation Law, provided, that no such report need be made in the case of indemnification approved by the shareholders under paragraph (2) of subdivision (e) of Section 317 of the California General Corporation Law.

ARTICLES OF ORGANIZATION
FOR
UNIVERSITY BEHAVIORAL, LLC

FILED
2006 JUL 13 AM 9:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I
Name.

The name of the limited liability company is University Behavioral, LLC (the "Company").

ARTICLE II
Address.

The mailing address and street address of the principal office of the Company is University Behavioral, LLC, 840 Crescent Centre Drive, Suite 460, Franklin, Tennessee 37067.

ARTICLE III
Registered Agent, Registered Office, and Registered Agent's Signature.

The name and the Florida street address of the registered agent are:

NRAI Services, Inc.
2731 Executive Park Drive, Suite 4
Weston, Florida 33331

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.

NRAI Services, Inc.

By: *Eden Challock*
Registered Agent's Signature

ARTICLE IV
Manager(s) or Managing Member(s).

The name and address of each Manager or Managing Member is as follows:

Title:

Name and Address:

MGRM

Premier Behavioral Solutions, Inc.
840 Crescent Centre Drive, Suite 460
Franklin, Tennessee 37067

PREMIER BEHAVIORAL SOLUTION, INC.,
sole member

Ch

By: Chris Howard, Vice President & Secretary

UNIVERSITY BEHAVIORAL, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of University Behavioral, LLC, a Florida limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Ramsay Managed Care, 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 Florida Limited Liability Company Law, Title XXXVI, Chapter 608 of The 2010 Florida 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 "University Behavioral, 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 Florida Secretary of State on July 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, Ramsay Managed Care, 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 Florida 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 Florida 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.

RAMSAY MANAGED CARE, LLC

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

UNIVERSITY BEHAVIORAL, LLC

By: Ramsay Managed Care, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

\$100

7

[ILLEGIBLE]

**CERTIFICATE OF FORMATION
OF
VALLE VISTA 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

VALLE VISTA HOSPITAL PARTNERS, LLC

/s/ John J. Faldetta, Jr.

John J. Faldetta, Jr., Authorized Person

VALLE VISTA 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 VALLE VISTA 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 October 16, 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 “VALLE VISTA 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.

Valle Vista Hospital Partners, 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).

Valle Vista Hospital Partners, LLC

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

Valle Vista Hospital Partners, LLC

CERTIFICATE OF FORMATION

OF

VALLE VISTA HOSPITAL, 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:

FIRST: The name of the limited liability company (hereinafter called the “limited liability company”) is Valle Vista Hospital, LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

Executed on May 19, 1998

/s/ Michael E. Davis

Michael E. Davis

Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 05/19/1998
981193519 - 2898570

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF FORMATION OF
VALLE VISTA HOSPITAL, LLC**

Valle Vista Hospital, LLC, a limited liability company organized under the Delaware Limited Liability Company Act (the “Act”), for the purpose of amending its Certificate of Formation pursuant to Section 18-202 of the Act, hereby certifies that:

Paragraph 1 of the Certificate of Formation is amended to read in its entirety as follows:

1. The name of the limited liability company. (hereinafter called the “limited liability company”) is Valle Vista, LLC.

IN WITNESS WHEREOF, this Certificate of Amendment has been duly executed by an authorized person as of the (Illegible) 1998.

VALLE VISTA HOSPITAL, LLC

By: /s/ Michael E. Davis
Michael E. Davis, Authorized Person

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

VALLE VISTA, LLC

Valle Vista, 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 Valle Vista, 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 August 8, 2005
[Month/Day/Year]

/s/ Jack Polson

Jack Polson, Member

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:55 PM 08/12/2005
FILED 07:24 PM 08/12/2005
SRV 050670085 - 2898570 FILE

VALLE VISTA, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Valle Vista, 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 of Indiana, General Partnership, 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 "Valle Vista, 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 May 19, 1998.

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 of Indiana, General Partnership 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 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

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: 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

Capital Account Balance

\$100

8

Filing Fee: \$50.00

By:

Articles of Incorporation

of

Universal Health Services of Nevada, Inc.

FIRST: The name of the corporation is Universal Health Services of Nevada, Inc.

SECOND: Its principal office in the State of Nevada is located at One East First Street, Reno, Washoe County, Nevada 89501. The name and address of its resident agent is The Corporation Trust Company of Nevada, One East First Street, Reno, Nevada 89501.

THIRD: The Corporation may engage in any lawful activity under the General Corporation Law of the State of Nevada.

FOURTH: The amount of the total authorized capital stock of the Corporation is Two Hundred Dollars (\$200), consisting of Two Hundred (200) shares of stock of the par value of One Dollar (\$1.00) each.

FIFTH: The governing board of the Corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the by-laws of this Corporation, provided that the number of directors shall not be reduced to less than three (3), except that in cases where all the shares of the Corporation are owned beneficially and of record by either one or two stockholders, the number of directors may be less than three (3) but not less than the number of stockholders.

The names and post office address of the first board of directors, which shall be three (3) in number, are as follows:

<u>Name</u>	<u>Post Office Address</u>
Alan B. Miller	460 North Gulph Road King of Prussia, Pa. 19406
Sidney Miller	460 North Gulph Road King of Prussia, Pa. 19406
George H. Strong	460 North Gulph Road King of Prussia, Pa. 19406

SIXTH: The capital stock, after the amount of the subscription price, or par value, has been paid in shall not be subject to assessment to pay the debts of the Corporation.

SEVENTH: The name and post office address of each of the incorporators signing the Articles of Incorporation are as follows:

<u>Name</u>	<u>Post Office Address</u>
Randolph L. Tom	345 Park Avenue New York, New York 10022
Roy B. Simpson, Jr.	345 Park Avenue New York, New York 10022
Robert Karin	345 Park Avenue New York, New York 10022

EIGHTH: The Corporation is to have perpetual existence.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

(i) Subject to the by-laws, if any, adopted by the stockholders, to make, alter or amend the by-laws of the corporation.

(ii) To fix the amount to be reserved as working capital over and above its capital stock paid in, to authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.

(iii) By resolution passed by a majority of the whole board, to designate one or more committees, each committee to consist of one or more of the directors of the Corporation, which, to the extent provided in the resolution or in the by-laws of the Corporation, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Such committee or committees shall have such name and names as may be stated in the by-laws of the Corporation or as may be determined from time to time by resolution adopted by the board of directors.

When and as authorized by the affirmative vote of stockholders holding stock entitling them to exercise at least a majority of the voting power given at a stockholders'

meeting called for that purpose, or when authorized by the written consent of the holders of at least a majority of the voting stock issued and outstanding, the board of directors shall have power and authority at any meeting to sell, lease or exchange all of the property and assets of the Corporation, including its good will and its corporate franchises, upon such terms and conditions as its board of directors deem expedient and for the best interests of the Corporation.

TENTH: Meeting of stockholders may be held outside the State of Nevada, if the by-laws so provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Nevada 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.

ELEVENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in the articles of incorporation, in the manner now or hereafter prescribed by statute, or by the Articles of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Nevada, do make and file these Articles of Incorporation,

hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set our hands this 12th day of June, 1979.

/s/ Randolph L. Tom
Randolph L. Tom

Roy B. Simpson, Jr.
Roy B. Simpson, Jr.

/s/ Robert Karin
Robert Karin

STATE OF NEW YORK)
) SS. :
COUNTY OF NEW YORK)

On the 12th day of June, 1979 before me personally came Randolph L. Tom, Roy B. Simpson, Jr. and Robert Karin, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same.

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION**

Universal Health Services of Nevada, Inc., a corporation organized under the laws of the State of Nevada, by its Vice President and Secretary does hereby certify:

1. That the Board of Directors of said corporation by unanimous written consent dated the 6th day of September, 1994, passed a resolution declaring that the following change and amendment in the Articles of Incorporation is advisable.

RESOLVED, that Article One of said Articles of Incorporation be amended to read as follows: “The name of the corporation is Valley Hospital Medical Center, Inc.”

2. That the number of shares of the corporation outstanding and entitled to vote on an amendment to the Articles of Incorporation is 200; that the said change and amendment has been consented to and authorized by the written consent of stockholders holding at least a majority of each class of stock outstanding and entitled to vote thereon.

IN WITNESS WHEREOF, the said Universal Health Services of Nevada, Inc. has caused this certificate to be signed by its Vice President and its Secretary and its corporate seal to be hereto affixed this 19th day of September, 1994.

UNIVERSAL HEALTH SERVICES OF NEVADA, INC.

By: /s/ Steve Filton
Steve Filton, Vice President


{SEAL}

By: /s/ Bruce R. Gilbert
Bruce R. Gilbert, Secretary

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF MONTGOMERY :

On the 19th day of September, 1994, personally appeared before me, a Notary Public, Steve Filton and Bruce R. Gilbert, who acknowledged that, they executed the above instrument.

{SEAL}


NOTARY PUBLIC

Illegible

**B Y - L A W S
O F
VALLEY HOSPITAL MEDICAL CENTER, INC.**

ARTICLE I

OFFICES

Section 1. The registered office shall be located in the State of Nevada.

Section 2. 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. 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 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 Nevada 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 Nevada, 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 Nevada.

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 Nevada.

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, Nevada." 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 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 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.

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:49 PM 04/28/2006
FILED 04:51 PM 04/28/2006
SRV 060399187 - 4150753 FILE

**CERTIFICATE OF FORMATION
OF
WEKIVA SPRINGS CENTER, 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 Wekiva Springs Center, 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 Wekiva Springs Center, LLC on this the 28th day of April, 2006.

By: E. Brent Hill
E. Brent Hill, Esq.
Authorized Person

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: _____
Wekiva Springs Center, 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

WEKIVA SPRINGS CENTER, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Wekiva Springs Center, 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 "Wekiva Springs 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 Delaware Secretary of State on April 28, 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, 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

WEKIVA SPRINGS CENTER, LLC

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

\$100

ARTICLES OF INCORPORATION
OF
WELLINGTON HOSPITAL MEDICAL CENTRE, INCORPORATED

ARTICLE I

Name

The Name of this corporation shall be WELLINGTON HOSPITAL MEDICAL CENTER, INCORPORATED.

ARTICLE II

Duration

This corporation shall exist perpetually.

ARTICLE III

Purpose

This corporation is organized for the following purposes:

Operating, purchasing, directing, and maintaining an osteopathic and /or allopathic hospital that will provide, run, operate and maintain an acute care medical/surgical hospital, including but not limited to ICU/CCU treatment, pediatric treatment, and all ancillary services for both inpatient and outpatient care, emergency service and treatment; provide teaching and training facilities for education of interns and resident physicians and the maintaining of such educational programs required, including but not limited to any and all necessary medical equipment for maintaining such facilities and training with a commitment towards maintaining opportunities for both allopathic and osteopathic physicians.

The corporation may involve itself in such business matters that may allow it to maintain, operate and/or build medical facilities and health care facilities, and health care facilities, such operation to include but not be limited to negotiation of purchase, option contracts for purchase of real estate and/or personal property.

For any and all other legal purposes.

ARTICLE IV

Capital Stock

This corporation is authorized to issue one thousand (1,000) shares of one (\$1.00) Dollar par value common stock, which shall be designated “Common Shares”.

ARTICLE V

Pre-emptive Rights

Every shareholder, upon the sale for cash of any new stock of this corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his pro rate share thereof (as nearly as may be done without the issuance of fractional shares) at the price at which it is offered to others.

ARTICLE VI

By-Laws

The power to adopt, alter, amend or repeal By-Laws shall be vested in the Board of Directors and the shareholders.

ARTICLE VII

Cumulative Voting

At each election for Directors every shareholder entitled to vote at such election shall have the right to cumulate his votes by giving one candidate as many votes as the number of his shares, or by distributing such votes on the same principle among any number of such candidates.

ARTICLE VIII

Initial Registered Office and Agent

The street address of the initial registered office of this corporation is Suite 701, Forum III, 1675 Palm Beach Lakes Boulevard, West Palm Beach, FL. 33401, and the name of the initial registered agent of this corporation at that address is H. MICHAEL EASLEY.

ARTICLE IX

Initial Board of Directors

This corporation shall have five (5) Directors initially. The number of Directors may either be increased or diminished from time to time by the By-Laws but shall never be less than two (2). The names and addresses of the initial Directors of this corporation are:

MICHAEL A. LONGO, D.O.	630 North Federal Highway North Palm Beach, FL. 33408
HAROLD KIRSH, D.O.	630 North Federal Highway North Palm Beach, FL. 33408
ARTHUR HEIMBOLD	1 Presidential Boulevard Bala Cynwyd, PA. 19004
GERALD HUMPHREYS	1 Presidential Boulevard Bala Cynwyd, PA. 19004
STEVE VOLLA	1 Presidential Boulevard Bala Cynwyd, PA. 19004

ARTICLE X

Incorporators

The names and addresses of the persons signing these Articles of Incorporation are:

MICHAEL A. LONGO, D.O.	630 North Federal Highway North Palm Beach, FL. 33408
HAROLD KIRSH, D.O.	630 North Federal Highway North Palm Beach, FL. 33408

ARTICLE XI

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 8th day of November, 1982.

/s/ Michael A. Longo
MICHAEL A. LONGO, D.O.

/s/ Harold Kirsh
HAROLD KIRSH, D.O.

STATE OF FLORIDA)
 (SS:
COUNTY OF PALM BEACH)

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared MICHAEL A. LONGO, D.O. and HAROLD KIRSH, D.O., known to me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 8th day of November, 1982.



Notary Public, State of Florida

My Commission Expires:

WELLINGTON HOSPITAL MEDICAL CENTER, INCORPORATED

ARTICLES OF AMENDMENT

Wellington Hospital Medical Center, Incorporated, a Florida Corporation, (hereinafter referred as the “Corporation”), hereby certifies to the Florida Department of State that:

FIRST: The charter of the Corporation is hereby amended by striking out Article I of the Articles of Incorporation and inserting in lieu thereof the following:

“ARTICLE I – Name: The name of this corporation shall be:

WELLINGTON REGIONAL MEDICAL CENTER, INCORPORATED.”

SECOND: This amendment to the charter of the Corporation is made on this 11th day of [illegible] 1985, by the incorporators as no stock in this Corporation has been issued as of this date.

/s/ Michael A. Longo

Michael A. Longo, D.O., Incorporator

/s/ Harold Kirsh

Harold Kirsh, D.O., Incorporator

**B Y - L A W S
O F
WELLINGTON REGIONAL MEDICAL CENTER,
INCORPORATED**

ARTICLE I

OFFICES

Section 1. The registered office shall be in the City of Wellington, County of Palm Beach, State of Florida.

Section 2. 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. 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 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 Florida 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 Florida, 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 Florida.

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 Florida.

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, Florida.” 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 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 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 Indiana Secretary of State filing office certifies that this copy is on file in this office.

**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF ORGANIZATION

of

WELLSTONE REGIONAL HOSPITAL ACQUISITION, LLC

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, June 15, 2005.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 15, 2005.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

2005061600212 / 200506168121*

2005041600214



ARTICLES OF ORGANIZATION
State Form 49459 (R 11-03)
Approved by State Board of Accounts 10/03

APPROVED
AND
FILED

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Room 8418
Indianapolis, IN 46204
Telephone: (317) 232-1875

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one (1) copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-15-2-4
FILING FEE: \$90.00

ARTICLES OF ORGANIZATION			
The undersigned, desiring to form a Limited Liability Company (hereinafter referred to as "LLC") pursuant to the provisions of Indiana Business Flexibility Act, Indiana Code 23-15-1-1, et seq. as amended, executes the following Articles of Organization:			
ARTICLE I - NAME AND PRINCIPAL OFFICE			
Name of LLC (the name must include the words "Limited Liability Company", "L.L.C.", or "LLC") Wellstone Regional Hospital Acquisition, LLC			
Principal Office: The address of the principal office of the LLC is: (optional)			
Post Office address 840 Crescent Centre Drive, Suite 460	City Franklin	State TN	Zip code 37067
ARTICLE II - REGISTERED OFFICE AND AGENT			
Registered Agent: The name and street address of the LLC's Registered Agent and Registered Office for service of process are:			
Name of Registered Agent National Registered Agents, Inc.			
Address of Registered Office (street or building) 320 N. Meridian Street			
City Indianapolis	Indiana	Zip code 46204	
ARTICLE III - DISSOLUTION			
<input type="checkbox"/> The latest date upon which the LLC is to dissolve: _____ <input checked="" type="checkbox"/> The Limited Liability Company is perpetual until dissolution.			
ARTICLE IV - MANAGEMENT			
<input type="checkbox"/> The Limited Liability Company will be managed by its members. <input checked="" type="checkbox"/> The Limited Liability Company will be managed by a manager or managers.			
In Witness Whereof, the undersigned executes these Articles of Organization and verifies, subject to penalties of perjury, that the statements contained herein are true, this 14th day of June, 2005.			
Signature E. Brent Hill		Printed Name E. Brent Hill	
This document was prepared by: (printer) E. Brent Hill, Esq., Organizer			
Address (number, street, city and state) 511 Union Street, Suite 2700, Nashville, TN			Zip code 37219

IN-0494-03-0004 CTS, Inc. 03/04

**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF CORRECTION

of

WELLSTONE REGIONAL HOSPITAL ACQUISITION, LLC

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Correction of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, June 30, 2005.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 30, 2005.



TODD ROKITA,
SECRETARY OF STATE

2005061600212 / 2005070187717

Q



ARTICLES OF CORRECTION

State Form 96235 (12/16/05)
Approved by State

INSTRUCTIONS: Use 8 1/2" x 11" white paper for inserts.
Present original and two (2) copies to address in upper right
corner of this form.
Please TYPE or PRINT.
Upon completion of filing, the Secretary of State will issue a
receipt.

20050616002403

RECEIVED
CORPORATIONS DIV
05 JUN 30 PM 11:40

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
332 W. Washington St., Rm. 2018
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-1-16-5
FILING FEE: \$30.00

IND. SECRETARY OF STATE		ARTICLES OF CORRECTION OF	
Wellstone Regional Hospital Acquisition, LLC			
Name of Corporation			
This is a <input checked="" type="checkbox"/> Domestic corporation <input type="checkbox"/> Foreign corporation incorporated or authorized to transact business in Indiana on <u>June 15, 2005</u>			
1. The Articles of Correction are filed to correct: (Describe document to be corrected and date filed or attach incorrect document)			
Articles of Organization			
2. These Articles of Correction are filed to correct: <input checked="" type="checkbox"/> an incorrect statement and / or <input type="checkbox"/> a defect in the execution, attestation, seal, verification or acknowledgement			
3. The incorrect statement(s) is (are) as follows: (Attach additional sheet(s) if necessary)			
Article IV-Management			
The Limited Liability Company will be managed by a manager or managers.			
4. The statement(s) is (are) incorrect, or the manner of execution was defective for the following reason(s): (Attach additional sheet(s) if necessary)			
The statement is incorrect because the Company will be managed by its			
members, not by a manager or managers.			

(Continued on the reverse side)

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

[Illegible signature]

[Illegible signature]

3. The following is (are) the corrected statement(s) and / or the corrected execution(s): (Attach additional sheet(s) if necessary)

RECEIVED
CORPORATIONS DIV.
05 JUN 80 11:10 AM

Article IV-Management

The Limited Liability Company will be managed by its members.

In Witness Whereof, the undersigned being the _____
(Title)
of said Corporation executes these Articles of Correction and verifies, subject to penalties of perjury, that the facts contained herein are true, this 29th day of June, 19 2005

Signature STall Printed Name Steven T. Dandrea

WELLSTONE REGIONAL HOSPITAL ACQUISITION, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (“Agreement”) is entered into as of November 15, 2010 by and between Wellstone Holdings, Inc., a Delaware corporation and its minority member (the “Minority Member”) and Behavioral Healthcare LLC, a Delaware limited liability company and its managing member (the “Managing Member”) of WELLSTONE REGIONAL HOSPITAL ACQUISITION, LLC, an Indiana 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 Indiana (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 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 June 14, 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 “WELLSTONE REGIONAL HOSPITAL ACQUISITION, 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 251 E. Ohio Street, Suite 1100, Indianapolis, IN 46204.

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 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.

Wellstone Regional Hospital Acquisition, 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 the 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

Wellstone Regional Hospital Acquisition, LLC

("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: 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: _____
Name: Steve Filton
Title: Vice President

Wellstone Regional Hospital Acquisition, LLC

CERTIFICATE OF FORMATION

OF

WILLOW SPRINGS, 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:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is Willow Springs, LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

Executed on December 20, 1999



William P. Barnes
Authorized Person

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

WILLOW SPRINGS, LLC


Willow Springs, 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 Willow Springs, 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 August 8, 2005
[Month/Day/Year]



Jack Polson, Member

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: _____
Willow Springs, 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

WILLOW SPRINGS, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of Willow Springs, 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 Health Services of Nevada, 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 “Willow Springs, 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 December 21, 1999.

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 Health Services of Nevada, 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.

BHC HEALTH SERVICES OF NEVADA, INC.

By: _____
Name: Steve Filton
Title: Vice President

WILLOW SPRINGS, LLC

By: BHC Health Services Of Nevada, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

\$100

7

ARTICLES OF INCORPORATION

OF

WINDMOOR HEALTHCARE INC.

The undersigned, incorporator, for the purpose of forming a corporation under the Florida Business Corporation Act, hereby adopts the following Articles of Incorporation.

ARTICLE I NAME

The name of the corporation shall be:

WINDMOOR HEALTHCARE INC.

ARTICLE II PRINCIPAL OFFICE

The mailing address of this corporation shall be:

% Coll & Auclair, P.C., Suite 106, 1 Veterans Square, Media, PA 19063

ARTICLE III CAPITAL STOCK

The number of shares of stock that this corporation is authorized to have outstanding at any one time is;

One Thousand (1,000) Shares without Par Value

ARTICLE IV INITIAL REGISTERED AGENT AND ADDRESS

The name and address of the initial registered agent is;

Edwin F. Blanton 825 Thomasville Rd., Tallahassee, FL 32303

ARTICLE V INCORPORATOR

The name and street address of the incorporator to these Articles of Incorporation is;

Edwin F. Blanton 825 Thomasville Rd., Tallahassee, FL 32303

The undersigned has executed these Articles of Incorporation this 15th day of August, 1997.

/s/ Edwin F. Blanton

Edwin F. Blanton,
Incorporator

AMENDED AND RESTATED
B Y L A W S
OF
WINDMOOR HEALTHCARE, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Windmoor Healthcare, 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

CERTIFICATE OF INCORPORATION

OF

HCRI ACQUISITION II, INC.

1. The name of the corporation is: HCRI Acquisition II, Inc.

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. The name of its registered agent at such address is The Corporation trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds 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.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.

To acquire by purchase, subscription or otherwise, and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts, and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or person, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory,

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 09/17/1997
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province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.

To borrow or raise money for any of the purposes of the corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the corporation's property and assets, or any interest therein, wherever situated.

In general, to possess and exercise all the powers and privileges granted by the General Corporation Law of Delaware or by any other law of Delaware or by this Certificate of Incorporation together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the corporation.

The business and purposes specified in the foregoing clauses shall, except where otherwise express, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this Certificate of Incorporation, but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent businesses and purposes.

4. The total number of shares of stock which the corporation shall have authority to issue is: One thousand (1,000); all of such shares shall be without par value.

5. The name and mailing address of each incorporator is as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
John V. Ivsan, Esq.	1000 Jackson, Toledo, Ohio 43624

The name and mailing address of each person who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
George L. Chapman	One SeaGate, Suite 1500 P.O. Box 1475 Toledo, Ohio 43603-1475

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or repeal the by-laws of the corporation.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

To 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. The by-laws may provide that in the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, or in the by-laws of the corporation, 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 the following matters; (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the Delaware General Corporation Law to be submitted to stockholders for approval or (ii) adopting, amending or repealing any bylaw of the corporation.

When and as authorized by the stockholders in accordance with law, to sell, lease or exchange all or substantially all of the property and assets of the corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including shares of stock in, and/or other securities of, any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

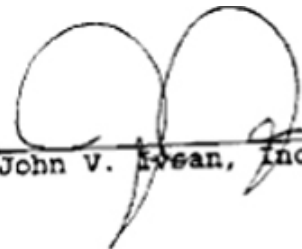
Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in the Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

10. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.

I, THE UNDERSIGNED, being the sole 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 that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 17th day of September, 1997.



John V. Ryan, Incorporator

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
BEFORE PAYMENT OF CAPITAL
OF
HCRI ACQUISITION II INC.

The undersigned, being the sole incorporator (the "Incorporator") of HCRI Acquisition II, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

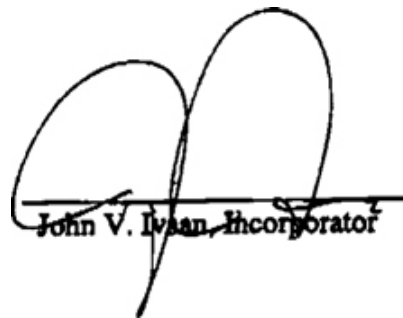
FIRST: That Article (illegible) of the Certificate of Incorporation be and it hereby is amended to read as follows:

1. The name of the corporation is: Windmoor Healthcare of Pinellas Park, Inc.

SECOND: That the corporation has not received any payment for any of its stock.

THIRD: That the amendment was duly adopted in accordance with the provisions of section 241 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I have signed this certificate this 14th day of November, 1997.



John V. Ivan, Incorporator

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 11/14/1997
971389410 - 2797477

**STATE OF DELAWARE
CERTIFICATE FOR RENEWAL
AND REVIVAL OF CHARTER**

The corporation organized under the laws of Delaware, the charter of which was forfeited for failure to obtain a registered agent, now desires to procure a restoration, renewal and revival of its charter, and hereby certifies as follows:

1. The name of this corporation is Windmoor Healthcare of Pinellas Park, Inc.
2. Its registered office in the State of Delaware is located at 1209 Orange street City of Wilmington Zip Code 19801 County of New Castle the name of its registered agent is The Corporation Trust Company.
3. The date the Certificate of Incorporation was filed in Delaware was September 17, 1997.
4. The date when restoration, renewal, and revival of the charter of this company is to commence is the 24th day of August 2007, same being prior to the date of the expiration of the charter. This renewal and revival of the charter of this corporation is to be perpetual.
5. This corporation was duly organized and carried on the business authorized by its charter until the 25th day of August AD. 2007, at which time its charter became inoperative and forfeited for failure to obtain a registered agent and this certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

IN TESTIMONY WHEREOF, and in compliance with the provisions of Section 312 of the General Corporation Law of the State of Delaware, as amended, providing for the renewal, extension and restoration of charters the last and acting authorized officer hereunto set: his/her hand to this certificate this 2nd day of April A.D.2008.

By: /s/ Christopher L. Howard
Authorized Officer

Name: Christopher L. Howard
Print or Type

Title: Vice President & Secretary

**AMENDED AND RESTATED
B Y - L A W S
OF
WINDMOOR HEALTHCARE OF PINELLAS PARK, 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.

**ARTICLES OF ORGANIZATION FOR
ZEUS ENDEAVORS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I
NAME**

The name of the Limited Liability Company is ZEUS ENDEAVORS, LLC.

**ARTICLE 11
ADDRESS**

The mailing address and street address of the principal office of the Limited Liability Company is 152 Lincoln Avenue, Winter Park, Florida 32789.

**ARTICLE III
DURATION**

The period of duration for the Limited Liability Company shall be perpetual.

**ARTICLE IV
MANAGEMENT**

The Limited Liability Company is to be managed by its managing member and the name and address of the managing member is:

Alan Cohen

152 Lincoln Avenue
Winter Park, Florida 32789

**ARTICLE V
INITIAL REGISTERED OFFICE AND AGENT**

The address of the initial Registered Office of the Limited Liability Company is 280 West Canton Avenue, Suite 410, Winter Park, Florida 32789 and the initial Registered Agent at such address is Pohl & Short, P.A.

IN WITNESS WHEREOF, the undersigned managing member affirms that, under penalties of perjury, the facts stated herein are true, and the undersigned managing member has executed these Articles of Organization this 20th day of June, 2000.

/s/ Alan Cohen

Alan Cohen, Managing Member of
ZEUS ENDEAVORS, LLC

ZEUS ENDEAVORS, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by Premier Behavioral Solutions, Inc., a Delaware corporation and the sole member (the "Managing Member") of ZEUS ENDEAVORS, LLC, a Florida limited liability company (the "LLC").

WITNESSETH:

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 Florida (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 23, 2000. 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 “ZEUS ENDEAVORS, 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 1200 South Pine Island Road, Plantation, FL 33324.

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.

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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:

Zeus Endeavors, LLC

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.

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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: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

Zeus Endeavors, LLC