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

Registration No. 333-173267

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

AMENDMENT NO. 1
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	8062	23-2077891
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

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

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

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

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

Exhibit No.	Description
3.1	Restated Certificate of Incorporation of Universal Health Services, Inc., and amendments thereto, previously filed as Exhibit 3.1 to UHS's Quarterly Report on Form 10-Q for the quarter ended June 30, 1997, are incorporated herein by reference.
3.2	Bylaws of Universal Health Services, Inc., as amended, previously filed as Exhibit 3.2 to UHS's Annual Report on Form 10-K for the year ended December 31, 1987, is incorporated herein by reference.
3.3	Amendment to the Restated Certificate of Incorporation of Universal Health Services, Inc., previously filed as Exhibit 3.1 to UHS's Current Report on Form 8-K dated July 3, 2001, is incorporated herein by reference.
3.4*	Aiken Regional Medical Centers, Inc. Articles of Incorporation.
3.5*	Bylaws of Aiken Regional Medical Centers, Inc.
3.6*	Alliance Health Center, Inc. Articles of Incorporation and amendments thereto.
3.7*	Amended and Restated Bylaws of Alliance Health Center, Inc.
3.8*	Alternative Behavioral Services, Inc. Articles of Incorporation and amendments thereto.
3.9*	Amended and Restated Bylaws of Alternative Behavioral Services, Inc.
3.10*	Associated Child Care Educational Services Inc. Articles of Incorporation and amendments thereto.
3.11*	Amended and Restated Bylaws of Associated Child Care Educational Services Inc.
3.12*	Atlantic Shores Hospital, LLC Certificate of Formation and amendment thereto.
3.13*	Atlantic Shores Hospital, LLC Amended and Restated Operating Agreement.
3.14*	Auburn Regional Medical Center, Inc. Articles of Incorporation and amendments thereto.
3.15*	Bylaws of Auburn Regional Medical Center, Inc.
3.16*	Behavioral Healthcare LLC Certificate of Formation and amendments thereto.
3.17*	Behavioral Healthcare LLC Amended and Restated Operating Agreement.
3.18*	Benchmark Behavioral Health System, Inc. Articles of Incorporation and amendments thereto.
3.19*	Amended and Restated Bylaws of Benchmark Behavioral Health System, Inc.
3.20*	BHC Alhambra Hospital, Inc. Charter.
3.21*	Amended and Restated Bylaws of BHC Alhambra Hospital, Inc.
3.22*	BHC Belmont Pines Hospital, Inc. Charter.
3.23*	Amended and Restated Bylaws of BHC Belmont Pines Hospital, Inc.
3.24*	BHC Fairfax Hospital, Inc. Charter.
3.25*	Amended and Restated Bylaws of BHC Fairfax Hospital, Inc.
3.26*	BHC Fox Run Hospital, Inc. Charter.
3.27*	Amended and Restated Bylaws of BHC Fox Run Hospital, Inc.
3.28*	BHC Fremont Hospital, Inc. Charter.
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

Exhibit No.	Description
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.

Exhibit No.	Description
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.

Exhibit No.	Description
3.165	Bylaws of Merion Building Management, Inc.
3.166	Merridell Achievement Center, Inc. Articles of Incorporation and amendments thereto.
3.167	Amended and Restated Bylaws of Merridell Achievement Center, Inc.
3.168	Michigan Psychiatric Services, Inc. Articles of Incorporation and amendments thereto.
3.169	Amended and Restated Bylaws of Michigan Psychiatric Services, Inc.
3.170	Neuro Institute of Austin, L.P. Certificate of Limited Partnership and amendments thereto.
3.171	Amended and Restated Agreement of Limited Partnership of Neuro Institute of Austin, L.P.
3.172	North Spring Behavioral Healthcare, Inc. Charter and amendments thereto.
3.173	Amended and Restated Bylaws of North Spring Behavioral Healthcare, Inc.
3.174	Northern Indiana Partners, LLC Certificate of Formation.
3.175	Northern Indiana Partners, LLC Amended and Restated Operating Agreement.
3.176	Northwest Texas Healthcare System, Inc. Articles of Incorporation and amendments thereto.
3.177	Bylaws of Northwest Texas Healthcare System, Inc.
3.178	Oak Plains Academy of Tennessee, Inc. Charter and amendments thereto.
3.179	Amended and Restated Bylaws of Oak Plains Academy of Tennessee, Inc.
3.180	Ocala Behavioral Health, LLC Certificate of Formation and amendments thereto.
3.181	Ocala Behavioral Health, LLC Amended and Restated Operating Agreement.
3.182	Palmetto Behavioral Health Holdings, LLC Certificate of Formation and amendments thereto.
3.183	Palmetto Behavioral Health Holdings, LLC Amended and Restated Operating Agreement.
3.184	Palmetto Behavioral Health System, L.L.C. Articles of Organization.
3.185	Palmetto Behavioral Health System, L.L.C. Amended and Restated Operating Agreement.
3.186	Palmetto Lowcountry Behavioral Health, L.L.C. Articles of Organization.
3.187	Palmetto Lowcountry Behavioral Health, L.L.C. Amended and Restated Operating Agreement.
3.188	Park Healthcare Company Charter and amendments thereto.
3.189	Bylaws of Park Healthcare Company.
3.190	Pendleton Methodist Hospital, L.L.C. Certificate of Formation.
3.191	Pendleton Methodist Hospital, L.L.C. Operating Agreement and amendments thereto.
3.192	Pennsylvania Clinical Schools, Inc. Articles of Incorporation.
3.193	Amended and Restated Bylaws of Pennsylvania Clinical Schools, Inc.
3.194	Premier Behavioral Solutions of Florida, Inc. Certificate of Incorporation and amendments thereto.
3.195	Amended and Restated Bylaws of Premier Behavioral Solutions of Florida, Inc.
3.196	Premier Behavioral Solutions, Inc. Restated Certificate of Incorporation and amendments thereto.
3.197	Amended and Restated Bylaws of Premier Behavioral Solutions, Inc.
3.198	PSI Surety, Inc. Articles of Domestication.
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.

Exhibit No.	Description
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.

Exhibit No.	Description
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.

Exhibit No.	Description
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.

Exhibit No.	Description
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
** To be filed by amendment

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Amendment No. 1 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. 1 to the registration statement has been signed below by the following persons in the capacities and on the dates indicated.

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

*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. 1 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. 1 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ ALAN B. MILLER **Alan B. Miller**	President (Principal Executive Officer), Director	April 1, 2011
/s/ STEVE FILTON **Steve Filton**	Vice President (Principal Financial and Accounting Officer), Director	April 1, 2011
* **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. 1 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. 1 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ ALAN B. MILLER **Alan B. Miller**	President (Principal Executive Officer), Director	April 1, 2011
/s/ STEVE FILTON **Steve Filton**	Vice President (Principal Accounting and Financial Officer), Director	April 1, 2011
/s/ MARC D. MILLER **Marc D. Miller**	Vice President, Director	April 1, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each of the registrants has duly caused this Amendment No. 1 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**

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**

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ DEBRA K. OSTEEN **Debra K. Osteen**	President (Principal Executive Officer), Director	April 1, 2011
/s/ STEVE FILTON **Steve Filton**	Vice President (Principal Financial and Accounting Officer), Director	April 1, 2011
* **Larry Harrod**	Vice President, 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. 1 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. 1 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

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

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

*By /s/ ALAN B. MILLER

Alan B. Miller
As Attorney-in-Fact

INDEX TO EXHIBITS

Exhibit No.	Description
3.1	Restated Certificate of Incorporation of Universal Health Services, Inc., and amendments thereto, previously filed as Exhibit 3.1 to UHS's Quarterly Report on Form 10-Q for the quarter ended June 30, 1997, are incorporated herein by reference.
3.2	Bylaws of Universal Health Services, Inc., as amended, previously filed as Exhibit 3.2 to UHS's Annual Report on Form 10-K for the year ended December 31, 1987, is incorporated herein by reference.
3.3	Amendment to the Restated Certificate of Incorporation of Universal Health Services, Inc., previously filed as Exhibit 3.1 to UHS's Current Report on Form 8-K dated July 3, 2001, is incorporated herein by reference.
3.4*	Aiken Regional Medical Centers, Inc. Articles of Incorporation.
3.5*	Bylaws of Aiken Regional Medical Centers, Inc.
3.6*	Alliance Health Center, Inc. Articles of Incorporation and amendments thereto.
3.7*	Amended and Restated Bylaws of Alliance Health Center, Inc.
3.8*	Alternative Behavioral Services, Inc. Articles of Incorporation and amendments thereto.
3.9*	Amended and Restated Bylaws of Alternative Behavioral Services, Inc.
3.10*	Associated Child Care Educational Services Inc. Articles of Incorporation and amendments thereto.
3.11*	Amended and Restated Bylaws of Associated Child Care Educational Services Inc.
3.12*	Atlantic Shores Hospital, LLC Certificate of Formation and amendment thereto.
3.13*	Atlantic Shores Hospital, LLC Amended and Restated Operating Agreement.
3.14*	Auburn Regional Medical Center, Inc. Articles of Incorporation and amendments thereto.
3.15*	Bylaws of Auburn Regional Medical Center, Inc.
3.16*	Behavioral Healthcare LLC Certificate of Formation and amendments thereto.
3.17*	Behavioral Healthcare LLC Amended and Restated Operating Agreement.
3.18*	Benchmark Behavioral Health System, Inc. Articles of Incorporation and amendments thereto.
3.19*	Amended and Restated Bylaws of Benchmark Behavioral Health System, Inc.
3.20*	BHC Alhambra Hospital, Inc. Charter.
3.21*	Amended and Restated Bylaws of BHC Alhambra Hospital, Inc.
3.22*	BHC Belmont Pines Hospital, Inc. Charter.
3.23*	Amended and Restated Bylaws of BHC Belmont Pines Hospital, Inc.
3.24*	BHC Fairfax Hospital, Inc. Charter.
3.25*	Amended and Restated Bylaws of BHC Fairfax Hospital, Inc.
3.26*	BHC Fox Run Hospital, Inc. Charter.
3.27*	Amended and Restated Bylaws of BHC Fox Run Hospital, Inc.
3.28*	BHC Fremont Hospital, Inc. Charter.
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.

Exhibit No.	Description
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.

Exhibit No.	Description
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.

Exhibit No.	Description
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.

Exhibit No.	Description
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.

Exhibit No.	Description
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.

Exhibit No.	Description
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.

Exhibit No.	Description
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
** To be filed by amendment

EFFECTIVE DATE 12/31/08

ARTICLES OF ORGANIZATION
OF
LA AMISTAD RESIDENTIAL TREATMENT CENTER, LLC

The undersigned, being authorized to execute and file these Articles of Organization of **LA AMISTAD RESIDENTIAL TREATMENT CENTER, LLC** (the "Limited Liability Company"), hereby certifies that:

ARTICLE I — Name:

The name of the Limited Liability Company is:

LA AMISTAD RESIDENTIAL TREATMENT CENTER, LLC

ARTICLE II — Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

201 Alpine Drive
Maitland, FL 32751

ARTICLE III — Duration:

The period of duration for the Limited Liability Company shall be perpetual.

ARTICLE IV — Registered Agent:

The name and address of the registered agent for service of process in the state shall be:

CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

ARTICLE V — Management:

The Limited Liability Company will be a member-managed company.

ARTICLE VI — Effective Date:

The effective date of these Articles of Organization shall be December 31, 2008.

* * * * * * * *

IN WITNESS WHEREOF, the undersigned, as an Authorized Representative, has executed the foregoing Articles of Organization as of this 19 day of December, 2008.

LA AMISTAD RESIDENTIAL TREATMENT CENTER, LLC, *a Florida limited liability company*

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

LA AMISTAD RESIDENTIAL TREATMENT CENTER, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of La Amistad Residential Treatment Center, 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 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 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 "La Amistad Residential Treatment 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 Florida Secretary of State on May 6, 1988.

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 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 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.

UNIVERSAL HEALTH SYSTEMS, INC.

By: /s/ Steve Filton
Name: Steve Filton
Title: Senior Vice President

LA AMISTAD RESIDENTIAL TREATMENT CENTER, LLC

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

Exhibit 3.152

ARTICLES OF INCORPORATION

OF

LANCASTER HOSPITAL CORPORATION

I.

The name of this corporation is Lancaster Hospital Corporation.

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

The name and address in this state of the corporation's initial agent for service of process is Paul S. Hersch, 725 South Orange Avenue, West Covina, California 91790.

IV.

The total number of shares which the corporation is authorized to issue is one thousand (1,000).

Dated: December 30, 1980.

/s/ David M. Achterkirchen
DAVID M. ACHTERKIRCHEN
Incorporator

I declare that I am the person who executed the above Articles of Incorporation, and such instrument is my act and deed.

/s/ David M. Achterkirchen
DAVID M. ACHTERKIRCHEN

BYLAWS
OF
Lancaster Hospital Corporation
(the "Corporation")

ARTICLE I

PURPOSE AND OBJECTIVES

Section 1.1. Corporate Purpose. Lancaster Hospital Corporation, a California corporation, (the "Corporation"), d/b/a Lancaster Community Hospital (the "Hospital") is a proprietary acute care hospital. The role and purpose of the Hospital is to provide a structure in which qualified medical professionals can provide quality and cost effective health care to patients treated within the Hospital's structure.

Section 1.2. Offices. The principal business office of the Corporation shall be at 515 W. Greens Rd., Suite 800, Houston, Texas 77067. The Corporation may have such other offices within or without the State of Texas as the Board of Directors may from time to time establish.

ARTICLE II

CAPITAL STOCK

Section 2.1. Certificate Representing Shares. Shares of the classes of capital stock of the Corporation shall be represented by certificates in such form or forms as the Board of Directors may approve; provided that, such form or forms shall comply with all applicable requirements of law and of the Articles of Incorporation. Such certificates shall be signed by the President or a vice president and by the secretary or an assistant secretary of the Corporation, and may be sealed with the seal of the Corporation or imprinted or otherwise marked with a facsimile of such seal. In the case of any certificate countersigned by any transfer agent or registrar, provided such countersigner is not the Corporation itself or an employee thereof, the signature of any or all of the foregoing officers of the Corporation may be represented by a printed facsimile thereof. If any officer whose signature, or a facsimile thereof, shall have been set upon any certificate shall cease, prior to the issuance of such certificate, to occupy the position in right of which his signature, or facsimile thereof, was so set upon such certificate, the Corporation may nevertheless adopt and issue such certificate with the same effect as if such officer occupied such position as of such date of issuance; and, issuance and delivery of such certificate by the Corporation shall constitute adoption thereof by the Corporation. The certificates shall be consecutively numbered, and as they are issued, a record of such issuance shall be entered in the books of the Corporation.

Section 2.2. Stock Certificate Book and Shareholders of Record. The secretary of the Corporation shall maintain, among other records, a stock certificate book, the stubs in which shall set forth the names and addresses of the holders of all issued shares of the Corporation, the number of shares held by each, the number of certificates representing such shares, the date of issue of such certificates, and whether or not such shares originate from original issue or from transfer. The names and addresses of shareholders as they appear on the stock certificate book shall be the official list of shareholders of record of the Corporation for all purposes. The Corporation shall be entitled to treat the holder of record of any shares as the owner thereof for all purposes, and shall not be bound to recognize any equitable or other claim to, or interest in, such shares or any rights deriving from such shares on the part of any other person, including, but without limitation, a purchaser, assignee, or transferee, unless and until such other person becomes the holder of record of such shares, whether or not the Corporation shall have either actual or constructive notice of the interest of such other person.

Section 2.3. Shareholder's Change of Name or Address. Each shareholder shall promptly notify the secretary of the Corporation, at its principal business office, by written notice sent by certified mail, return receipt requested, of any change in name or address of the shareholder from that as it appears upon the official list of shareholders of record of the Corporation. The secretary of the Corporation shall then enter such changes into all affected Corporation records, including, but not limited to, the official list of shareholders of record.

Section 2.4. Transfer of Stock. The shares represented by any certificate of the Corporation are transferable only on the books of the Corporation by the holder of record thereof or by his duly authorized attorney or legal representative upon surrender of the certificate for such shares, properly endorsed or assigned. The Board of Directors may make such rules and regulations concerning the issue, transfer, registration, and replacement of certificates as they deem desirable or necessary.

Section 2.5. Transfer Agent and Registrar. The Board of Directors may appoint one or more transfer agents or registrars of the shares, or both, and may require all share certificates to bear the signature of a transfer agent or registrar, or both.

Section 2.6. Lost, Stolen, or Destroyed Certificates. The Corporation may issue a new certificate for shares of stock in the place of any certificate theretofore issued and alleged to have been lost, stolen or destroyed; but, the Board of Directors may require the owner of such lost, stolen or destroyed certificate, or his legal representative, to furnish an affidavit as to such loss, theft, or destruction and to give a bond in such form and substance, and with such surety or sureties, with fixed or open penalty, as the Board may direct, in order to indemnify the Corporation and its transfer agents and registrars, if any, against any claim that may be made on account of the alleged loss, theft or destruction of such certificate.

Section 2.7. Fractional Shares. Only whole shares of the stock of the Corporation shall be issued. In case of any transaction by reason of which a fractional share might otherwise be issued, the directors, or the officers in the exercise of powers delegated by the directors, shall take such measures consistent with the law, the Articles of Incorporation and these Bylaws, including (for example, and not by way of limitation) the payment in cash of an amount equal to the fair value of any fractional share, as they may deem proper to avoid the issuance of any fractional share.

Section 2.8. Dividends. Dividends on the outstanding shares of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid by the Corporation in cash, in property, or in the Corporation's own shares, but only out of the surplus of the Corporation, except as otherwise allowed by law. Subject to limitations upon the authority of the Board of Directors imposed by law or by the Articles of Incorporation, the declaration of and provision for payment of dividends shall be at the discretion of the Board of Directors.

Section 2.9. Endorsement of Stock Certificates. Subject to the specific directions of the Board of Directors, any share or shares of stock issued by any corporation and owned by the Corporation, including reacquired shares of the Corporation's own stock, may, for sale or transfer, be endorsed in the name of the Corporation by the President or any vice president; and such endorsement may be attested or witnessed by the secretary or any assistant secretary either with or without the affixing thereto of the corporate seal.

ARTICLE III

THE SHAREHOLDERS

Section 3.1. Annual Meeting. The annual meeting of the shareholders, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at the principal office of the Corporation, at 2:00 p.m. local time, on the second Friday in April of each year unless such day is a legal holiday, in which case such meeting shall be held at such hour on the first day thereafter which is

not a legal holiday, or at such other place and time as may be designated by the Board of Directors. Failure to hold any annual meeting or meetings shall not work a forfeiture or dissolution of the Corporation.

Section 3.2. Special Meetings. Except as otherwise provided by law or by the Articles of Incorporation, special meetings of the shareholders may be called by the Chairman of the Board of Directors, the president, any one of the directors, or the holders of not less than one-tenth of all the shares having voting power at such meeting, and shall be held at the principal office of the Corporation or at such other place, and at such time, as may be stated in the notice calling such meeting. Business transacted at any special meeting of shareholders shall be limited to the purpose stated in the notice of such meeting given in accordance with the terms of Section 3.3.

Section 3.3. Notice of Meetings; Waiver. Written or printed notice of each meeting of shareholders, stating the place, day, and hour of any meeting and, in case of a special shareholders' meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of such meeting, either personally or by mail, by or at the direction of the president, the secretary, or the persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. Such further or earlier notice shall be given as may be required by law. The signing by a shareholder of a written waiver of notice of any shareholders' meeting, whether before or after the time stated in such waiver, shall be equivalent to the receiving by him of all notice required to be given with respect to such meeting. Attendance by a person at a shareholders' meeting shall constitute a waiver of notice of such meeting except when a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. No notice of any adjournment of any meeting shall be required.

Section 3.4. Closing of Transfer Books and Fixing Record Date. In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or adjournment thereof, 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. If no record date is fixed, the record date shall be as follows: the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; the record date for determining shareholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the

first written consent is expressed; and, the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 3.5. Voting List. The officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to lawful inspection by any shareholder at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with this section shall not affect the validity of any action taken at such meeting.

Section 3.6. Quorum and Officers. Except as otherwise provided by law, by the Articles of Incorporation or by these Bylaws, the holders of a majority of the shares entitled to vote and represented in person or by proxy shall constitute a quorum at a meeting of shareholders, but the shareholders present at any meeting, although representing less than a quorum, may from time to time adjourn the meeting to some other day and hour, without notice other than announcement at the meeting. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum. The vote of the holders of a majority of the shares entitled to vote and thus represented at a meeting at which a quorum is present shall be the act of the shareholders' meeting, unless the vote of a greater number is required by law. The Chairman of the Board shall preside at, and the secretary shall keep the records of, each meeting of shareholders, and in the absence of either such officer, his duties shall be performed by any other officer authorized by these Bylaws or any person appointed by resolution duly adopted at the meeting.

Section 3.7. Voting at Meetings. Each outstanding share shall be entitled to one (1) vote on each matter submitted to a vote at a meeting of shareholders except to the extent that the Articles of Incorporation or the laws of the State of California provide otherwise.

Section 3.8. Proxies. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

Section 3.9. Balloting. All elections of directors shall be by written ballot. Upon the demand of any shareholder, the vote upon any other question before the meeting shall be by ballot. At each meeting, inspectors of election may be appointed by the presiding officer of the meeting; and, at any meeting for the election of directors, inspectors shall be so appointed on the demand of any shareholder present or represented by proxy and entitled to vote in such election of directors. No director or candidate for the office of director shall be appointed as such inspector. The number of votes cast by shares in the election of directors shall be recorded in the minutes.

Section 3.10. Voting Rights. Except as provided otherwise by the Articles of Incorporation or these Bylaws, each outstanding share of common stock shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders. In the case of any contested election for any directorship, the candidate for such position receiving a plurality of the votes cast in such election shall be elected to such position, unless provided otherwise in the Articles of Incorporation or these Bylaws.

Section 3.11. Record of Shareholders. The Corporation shall keep at its principal business office, or the office of its transfer agents or registrars, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of the shares held by each.

Section 3.12. Action Without Meeting. Any action required to be taken at an annual or special meeting of shareholders of the Corporation, or any action which may be taken at an annual or special meeting of shareholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the shareholders entitled to vote with respect to the subject matter thereof who have not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the shareholders holding all of the shares entitled to vote on the action were present and voted, and such consent shall have the same force and effect as a vote of the shareholders. The consent may be in more than one counterpart so long as each shareholder signs one of the counterparts. Notice of any action taken or to be taken by shareholders without a meeting by less than unanimous written consent shall be given to those shareholders who did not consent in writing to the action, as required by law.

Every written consent shall bear the date of signature of each shareholder who signs the consent. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Corporation’s principal place of business shall be addressed to the President or principal executive officer of the Corporation.

ARTICLE III-A

GOVERNANCE STRUCTURE OF THE CORPORATION

Section 3-A.1. Governance Structure. Subject to the provisions of the Articles of Incorporation, the organizational structure of governance shall be two tier, consisting of a board of directors and a board of trustees, each as described in these Bylaws.

Section 3-A.2. Board of Directors. There shall be a Board of Directors who shall hold the ultimate authority for the business and affairs of the Corporation, and all corporate power shall be exercised by or under the direction of the Board of Directors. Provisions respecting the Board of Directors are set forth below, particularly in Article IV of these Bylaws.

Section 3-A.3. Board of Trustees. There shall be a Board of Trustees appointed by the Board of Directors, which shall act as a local governing body for the Hospital to effect community involvement within the Hospital's leadership. Provisions respecting the Board of Trustees are set forth below, particularly in Article VII of these Bylaws.

Section 3-A.4. Resignations. Any director, trustee or officer of the Corporation may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

ARTICLE IV

THE BOARD OF DIRECTORS

Section 4.1. Number, Qualifications, and Term. The business and affairs of the Corporation shall be managed and controlled by the Board of Directors; and, subject to any restrictions imposed by law, by the Articles of Incorporation, or by these Bylaws, the Board of Directors may exercise all the powers of the Corporation. The initial Board of Directors shall consist of the number of Directors named in the Articles of Incorporation. Thereafter, the number of Directors to be elected shall be fixed and determined by resolution adopted by the Board of Directors from time to time or by the shareholders at the annual meeting. The number of Directors may be increased or decreased from time to time as provided in these Bylaws, provided that no decrease shall effect a shortening of the term of any incumbent director. Directors need not be residents of California or shareholders of the Corporation absent provision to the contrary in the Articles of Incorporation or laws of the California. Except as otherwise provided in Section 4.3 of these Bylaws, each position on the Board of Directors shall be filled by

election at the annual meeting of shareholders. Any such election shall be conducted in accordance with Section 3.10 of these Bylaws. Each person elected as a director shall hold office until his successor is duly elected and qualified or until his earlier resignation or removal in accordance with Section 4.2 of these Bylaws.

Section 4.2. Removal. Any director or the entire Board of Directors may be removed from office, with or without cause, at any special meeting of shareholders by the affirmative vote of the holders of a majority of the shares present in person or by proxy and entitled to vote at such meeting, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If the notice calling such meeting so provided, the vacancy caused by such removal may be filled at such meeting by the affirmative vote of a majority in number of the shares of the shareholders present in person or by proxy and entitled to vote.

Section 4.3. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the vote of a majority of the remaining directors, even if such remaining directors comprise less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any position on the Board of Directors to be filled by reason of an increase in the number of directors shall be filled by the vote of a majority of the directors, election at an annual meeting of the shareholders, or at a special meeting of shareholders duly called for such purpose, provided that the Board of Directors may fill no more than two such directorships during the period between any two successive annual meetings of shareholders.

Section 4.4. Regular Meetings. Regular meetings of the Board of Directors shall be held immediately following each annual meeting of shareholders, at the place of such meeting, and at such other times and places as the Board of Directors shall determine. No notice of any kind of such regular meetings need be given to either old or new members of the Board of Directors.

Section 4.5. Special Meetings. Special meetings of the Board of Directors shall be held at any time by call of the Chairman of the Board, the president, the secretary, or any one director. The secretary shall give notice of each special meeting to each director at his usual business or residence address by mail at least three days before the meeting or by telegraph or telephone at least one day before such meeting. Except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws, such notice need not specify the business to be transacted at, or the purpose of, such meeting. No notice shall be necessary for any adjournment of any meeting. The signing of a written waiver of notice of any special meeting by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the receiving of such notice. Attendance of a director at a meeting shall also constitute a waiver of notice of such meeting, except where a director attends a meeting for the express and announced purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.6. Quorum. A majority of the number of directors fixed in the manner provided by these Bylaws shall constitute a quorum for the transaction of business and the act of not less than a majority of such quorum of the directors shall be required in order to constitute the act of the Board of Directors, unless the act of a greater number shall be required by law, by the Articles of Incorporation or by these Bylaws.

Section 4.7. Procedure at Meetings. The Board of Directors, at each regular meeting held immediately following the annual meeting of shareholders, shall appoint one of their members as Chairman of the Board of Directors. The Chairman of the Board shall preside at meetings of the Board. In his absence at any meeting, any officer authorized by these Bylaws or any member of the Board selected by the members present shall preside. The secretary of the Corporation shall act as secretary at all meetings of the Board. In his absence, the presiding officer of the meeting may designate any person to act as secretary. At meetings of the Board of Directors, the business shall be transacted in such order as the Board may from time to time determine.

Section 4.8. Presumption of Assent. Any director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 4.9. Action Without a Meeting. Any action required by statute or permitted to be taken at a meeting of the directors of the Corporation, or of any committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all directors or all committee members as the case may be, and such consent shall have the same force and effect as a unanimous vote of the directors or the committee. Such signed consent, or a signed copy thereof, shall be filed with the minutes of the proceedings of the Board or committee.

Section 4.10. Compensation. Directors as such shall not receive any stated salary for their service, but by resolution of the Board of Directors, a fixed sum and reimbursement for reasonable expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or at any meeting of the executive committee of directors, if any, to which such director may be elected in accordance with the following Section 4.11; but, nothing herein shall preclude any director from serving the Corporation in any other capacity or receiving compensation therefor.

Section 4.11. Executive Committee. The Board of Directors, by resolution adopted by a majority of the number of directors fixed by these Bylaws, may designate an

executive committee, which committee shall consist of two or more of the directors of the Corporation. Such executive committee may exercise such authority of the Board of Directors in the business and affairs of the Corporation as the Board of Directors may by resolution duly delegate to it except as prohibited by law. The designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law. Any member of the executive committee may be removed by the Board of Directors by the affirmative vote of a majority of the number of directors fixed by the Bylaws whenever in the judgment of the Board the best interests of the Corporation will be served thereby. The executive committee shall keep regular minutes of its proceedings and report the same to the Board of Directors when required. The minutes of the proceedings of the executive committee shall be placed in the minute book of the Corporation.

Section 4.12. Other Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may appoint one or more committees of two or more directors each. Such committees may exercise such authority of the Board of Directors in the business and affairs of the Company as the Board of Directors may, by resolution duly adopted, delegate, except as prohibited by law. The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed on it or him by law. Any member of a committee may be removed at any time by the Board of Directors. Members of any such committees shall receive such compensation as may be approved by the Board of Directors and will be reimbursed for reasonable expenses actually incurred by reason of membership on a committee.

Section 4.13. Meetings by Telephone. Subject to the provisions required or permitted by these Bylaws or the laws of the State of California for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in and hold any meeting required or permitted under these Bylaws by telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such a meeting, except where a person participates in the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS OF THE CORPORATION

Section 5.1. Number. The officers of the Corporation shall consist of a Chairman of the Board (if the Board of Directors determines the election of such officer is appropriate), a president, a chief financial officer, one or more vice presidents, a secretary, a treasurer; and, in addition, such other officers and assistant officers and agents as may be deemed necessary or desirable. Officers shall be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person. In its discretion, the Board of Directors may leave unfilled any office except those of president and secretary.

Section 5.2. Election; Term; Qualification. Officers shall be chosen by the Board of Directors annually at the meeting of the Board of Directors following the annual shareholders' meeting. Each officer shall hold office until his successor has been chosen and qualified, or until his death, resignation, or removal.

Section 5.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby; but, such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contract rights.

Section 5.4. Vacancies. Any vacancy in any office for any cause may be filled by the Board of Directors at any meeting.

Section 5.5. Duties. The officers of the Corporation shall have such powers and duties, except as modified by the Board of Directors, as generally pertain to their offices, respectively, as well as such powers and duties as from time to time shall be conferred by the Board of Directors and by these Bylaws. Unless so authorized by the Board of Directors or by these Bylaws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or to render it pecuniarily liable for any purpose or in any amount.

Section 5.6. Chairman of the Board. The Chairman of the Board (if one be elected and serving) may be designated by the Board as the chief executive officer of the Corporation. If so designated, he shall have general and active management of the business of the Corporation. The Chairman of the Board shall preside at all meetings of shareholders and the Board of Directors, shall see that all orders and resolutions of the Board of Directors are carried into effect, and shall have such other authority and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 5.7. The President. The president shall have general direction of the affairs of the Corporation and general supervision over its several officers, subject

however, to the control of the Board of Directors. He shall at each annual meeting, and from time to time, report to the shareholders and to the Board of Directors all matters within his knowledge which, in his opinion, the interest of the Corporation may require to be brought to the notice of such persons. He may sign, with the secretary or an assistant secretary, any or all certificates of stock of the Corporation. He may on behalf of the Corporation, unless expressly restricted or otherwise directed by the Board prior thereto, vote and execute proxies for shares or other interests in other domestic or foreign corporations, associations or partnerships, which may be owned by the Corporation from time to time. He shall preside at all meetings of the shareholders, may sign and execute in the name of the Corporation (i) all contracts or other instruments authorized by the Board of Directors, and (ii) all contracts or instruments in the usual and regular course of business, except in cases when the signing and execution thereof shall be expressly delegated or permitted by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation; and, in general, shall perform all duties incident to the office of president, and such other duties as from time to time may be assigned to him by the Board of Directors, or as are prescribed by these Bylaws.

Section 5.8. The Vice Presidents. At the request of the president, or in his absence or disability, the vice presidents, 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 restrictions upon, the president. Any action taken by a vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken. The vice presidents shall perform such other duties as may, from time to time, be assigned to them by the Board of Directors or the president. A vice president may sign, with the secretary or an assistant secretary, certificates of stock of the Corporation.

Section 5.9. Secretary. The secretary shall keep the minutes of all meetings of the shareholders, of the Board of Directors, in one or more books provided for such purpose and shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. He shall be custodian of the corporate records and of the seal (if any) of the Corporation and see, if the Corporation has a seal, that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; shall have general charge of the stock certificate books, transfer books and stock ledgers, and such other books and papers of the Corporation as the Board of Directors may direct, all of which shall, at all reasonable times, be open to the examination of any director, upon application at the office of the Corporation during business hours; and in general shall perform all duties and exercise all powers incident to the office of the secretary and such other duties and powers as the Board of Directors or the president from time to time may assign to or confer on him.

Section 5.10. Treasurer. The treasurer shall keep complete and accurate records of account, showing at all times the financial condition of the Corporation. She shall be the legal custodian of all money, notes, securities and other valuables which may from time to time come into the possession of the Corporation. She shall furnish at meetings

of the Board of Directors, or whenever requested, a statement of the financial condition of the Corporation, and shall perform such other duties as these Bylaws may require or the Board of Directors may prescribe.

Section 5.11. Assistant Officers. Any assistant secretary or assistant treasurer appointed by the Board of Directors shall have power to perform, and shall perform, all duties incumbent upon the secretary or treasurer of the Corporation, respectively, subject to the general direction of such respective officers, and shall perform such other duties as these Bylaws may require or the Board of Directors may prescribe.

Section 5.12. Salaries. The salaries or other compensation of the officers shall be fixed from time to time by the Board of Directors. No officer shall be prevented from receiving such salary or other compensation by reason of the fact that he is also a director of the Corporation.

Section 5.13. Bonds of Officers. The Board of Directors may secure the fidelity of any officer of the Corporation by bond or otherwise, on such terms and with such surety or sureties, conditions, penalties or securities as shall be deemed proper by the Board of Directors.

Section 5.14. Delegation. The Board of Directors may delegate temporarily the powers and duties of any officer of the Corporation, in case of his absence or for any other reason, to any other officer, and may authorize the delegation by any officer of the Corporation of any of his powers and duties to any agent or employee, subject to the general supervision of such officer.

ARTICLE VI

BOOKS, RECORDS, FISCAL MATTERS

Section 6.1. Books and Records. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its shareholders and Board of Directors, and shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of the shares held by each.

Section 6.2. Corporate Seal. The corporate seal, if any, shall be in such form as the Board of Directors shall approve, and such seal, or a facsimile thereof, may be impressed on, affixed to, or in any manner reproduced upon, instruments of any nature required to be executed by officers of the Corporation.

Section 6.3. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officers or employees of the Corporation as shall from time to time be authorized pursuant to these Bylaws or by resolution of the Board of Directors.

Section 6.4. Depositories. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks or other depositories as the Board of Directors may from time to time designate, and upon such terms and conditions as shall be fixed by the Board of Directors. The Board of Directors may from time to time authorize the opening and maintaining within any such depository as it may designate, of general and special accounts, and may make such special rules and regulations with respect thereto as it may deem expedient.

Section 6.5. Fiscal Year. The fiscal year of the Corporation shall begin and end on such dates as the Board of Directors at any time shall determine.

ARTICLE VII

BOARD OF TRUSTEES

Section 7.1 Purpose: Authority;

A. The Board of Directors shall appoint a local governing body for the Hospital, to be known as the Board of Trustees to effect community involvement within the Hospital's leadership. The functions, authority and duration of the Board of Trustees shall be as directed from time to time by the Board of Directors, consistent with the Articles of Incorporation, these Bylaws, applicable laws and regulations, and the standards of the Joint Commission on the Accreditation of Healthcare Organizations ("JCAHO") if Hospital has applied for such accreditation. The primary responsibility and purpose of the Board of Trustees of the Hospital is to maintain the delivery of quality and cost effective healthcare that is responsive to the needs of the community, and the authority granted the Board of Trustees herein shall be utilized in a manner to implement its primary responsibility.

B. The Board of Trustees derives its authority as specifically set forth herein from the Board of Directors of the Corporation. The Board of Trustees shall be responsible for the operation of the Hospital in manner commensurate with quality patient care. The Board of Trustees shall act as an advisory board to the Board of Directors and shall have only those powers and duties as are designed by these Bylaws. The Board of Trustees shall not have the power to buy or sell property. The Board of Trustees shall not have any authority in those matters which by law must be the responsibility of the Corporation or the Board of Directors.

C. Consistent with these Bylaws, the Board of Directors requires that the Board of Trustees shall have legal authority to act for the Board of Directors, and advisory committees, and hereby designates the Board of Trustees to act for the Corporation in certain matters, including those set forth in Section 7.3 of this Article VII.

Section 7.2 Number, Tenure and Qualifications. The number of members ("Trustees") on the Board of Trustees of the Hospital shall be no less than five (5) and no more than eleven (11) but may be increased or decreased by amendment of these Bylaws by the Board of Directors. The actual number of Trustees may be established by the Board of Directors. The members of the Board of Trustees shall include (a) the President of the Hospital; (b) the Chief of the Medical Staff of the Hospital; (c) at least one (1) other physician of demonstrated competence who is a resident of the community, a member in good standing on the Active Medical Staff of the Hospital, representative of the Medical Staff, actively interested in the Hospital and able to participate effectively in fulfilling the responsibilities of a Trustee; and (d) one (1) person designated by the Corporation. The remaining Trustees shall have demonstrated competence in their vocation, have an active interest in the Hospital, be able to participate in fulfilling the responsibilities of a Trustee and shall broadly represent the community served by the Hospital. The term of each Trustee named in (a) (b) and (d) above of this Section 7.2 shall be the period for which they hold their named offices. The Trustees named in (c) above, and the remaining Trustees shall have staggered terms of three years each. Each Trustee shall have one vote.

Section 7.3 Responsibilities of the Board of Trustees.

A. The Board of Trustees shall manage the business and affairs of the Hospital, and corporate powers shall be exercised under the direction of the Board of Directors. The Board of Trustees shall be responsible for providing the framework for planning the healthcare services of the Hospital, establishing policy, maintaining quality patient care and providing for institutional management and planning.

B. The Board of Trustees shall cause the:

1. development of a Hospital mission and vision statement reflective of the Hospital's values and role in the provision of care within the community, and the revision of such mission statement as necessary;

2. assessment of the needs of the Hospital's patients and other internal and external users of the Hospital's services and development of a Hospital culture focusing on improving performance in the delivery of care within the Hospital;

3. establishment, support, and maintenance of a safety management program based on applicable law and regulation;

4. consideration by Hospital leadership of the related groups of interdependent processes that affect health outcomes in its planning process;

5. Hospital leadership to prepare and maintain adequate medical records for all Hospital patients;

6. responsible person for each basic and supplemental medical and business service to develop written policies (and procedures for the maintenance of such policies) and further, that each such policy be submitted to the Board of Trustees for approval;

7. administrative and medical staff leadership to identify expectations and plans, and manage processes which measure, assess and improve the performance of the Hospital management;

8. development, in conjunction with administration, both short and long term plans, for annual capital and operating budgets, and a strategic plan, such that the Hospital may effectively service the community;

9. president to organize, integrate, direct and staff patient care and support services in a manner commensurate with the scope of services offered at the Hospital;

C. In addition, the Board of Trustees shall:

1. render decisions affecting Medical Staff membership, privileges, appointment and reappointment of physicians and other practitioners including allied health staff;

2. review the personnel policies and procedures of the Hospital at least every three (3) years, and the medical staff bylaws and these bylaws at least every two (2) years;

3. develop and approve a written statement of the qualifications, authority, and duties of the president;

4. review, as necessary, the quality of service rendered by contract physicians and other professional service contracts within the Hospital's quality improvement (performance improvement) program;

5. review and make recommendations on any contractual matter referred to it by the Board of Directors regarding the Hospital, subject to the Board of Directors, through itself or a designee, final authority with respect to all contracts affecting the Hospital;

6. provide direction to the Hospital's leadership and medical staff such that all reasonable and necessary steps be taken for meeting JCAHCO accreditation standards, so ads to be in compliance with (1) the conditions of participation in the medicare program and (2) all applicable federal, state and local laws; and

7. ascertain that the administrative assistance reasonably necessary to support and facilitate the above activities are available and participate in policy decisions affecting the Hospital.

Section 7.4 Election. By January 1 of each year, the Board of Directors shall fill the position of any Trustee whose term has expired, by appointing qualified individuals to serve as members of the Board of Trustees. A Trustee shall serve until his successor has been appointed and such appointment has become effective. Trustees may be removed from office and replaced by the Board of Directors at any time.

Section 7.5. Regular Meetings. A regular meeting of the Board of Trustees shall be held at least quarterly at a time and place designated by the Chairman of the Board of the Trustees in the notice. Except as otherwise provided in these Bylaws, all meetings shall be conducted pursuant to Roberts Rules of Orders, as amended.

Section 7.6. Special Meetings. Special meetings of the Board of Trustees may be called by at the request of the Chairman of the Board of Trustees or any two (2) Trustees. Unless otherwise designated by the Chairman of the Board, special meetings shall be held at the Hospital.

Section 7.7. Notice. Notice of any regular or special meeting of the Board of Trustees 7 shall be given at least three (3) days prior thereto by written noticed delivered personably or mailed to each Trustee at his/her business address, or by transmitting a facsimile copy. If mailed, such notice shall be deemed to be delivered upon the expiration of three (3) days after it is deposited for mailing in a receptacle provided for such purpose by the United States Post Office, or when received by the Trustee, whichever is earlier. A Trustee may waive notice of any meeting, and attendance by a Trustee at a meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any regular or special; meeting of the Board of Trustees need be specified in the notice, or waiver of notice of such meeting.

Section 7.8. Quorum A majority of the Board of Trustees shall constitute a quorum for the transaction of business at a regular or special meeting of the Board of Trustees; provided that, if less than a majority of the Trustees are present at said meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice.

Section 7.9 Attendance by Trustees. Each member of the Board of Trustees shall be required to attend at least fifty percent (50%) of all regular meetings each year. Unless excused for cause, the failure to meet the attendance requirements shall be grounds for revocation of Board of Trustees membership.

Section 7.10 Board of Directors Representation. One or more representatives designated by the Board of Directors (in addition to the President who shall be a Trustee pursuant to Section 7.2) shall be entitled to attend each regular and special meeting of the Board of Trustees.

Section 7.11. Vacancies A vacancy occurring in the Board of Trustees may be filled by appointment at an annual meeting or at a special meeting of the Board of Directors. A Trustee elected to fill a vacancy shall be appointed for the unexpired term of his/her predecessor in office.

Section 7.12. Conflict of Interest It is the policy of the Board of Trustees that, except for representatives of the Corporation's parent corporation and Hospital employees, no Trustee or his or her immediate family member may directly or indirectly own or control more than a five percent (5%) financial interest in the Hospital. Additionally, all Trustees shall disclose his or her ownership or control in the Hospital and the Corporation, and shall avoid any conflicts of interest pertaining to any decision or matter before the Board of Trustees in which a Trustees or his or her immediate family member, has a conflict or potential conflict of interest, financial or otherwise. A form of the Conflict of Interest Statement.—is attached hereto as "Attachment A."

Section 7.13. Orientation and Evaluation. The Board of Trustees, through its President, shall provide resources necessary to enable all members of the Board of Trustees to understand and fulfill their responsibilities. An annual orientation program shall be conducted, as well as continuing education as may be appropriate from time to time. The Board of Trustees shall review and evaluate its performance annually. It shall also designate a mechanism for monitoring the performance of the Hospital's President/CEO.

ARTICLE VIII

OFFICERS OF THE BOARD OF TRUSTEES

Section 8.1. Officers of the Board of Trustees. The officers of the Board of Trustees shall be a Chairman, a Vice Chairman and a Secretary.

Section 8.2. Election & Term of Office. The officers of the Board of Trustees, except the Secretary, who shall be the President of the Hospital, shall be elected annually by the Board of Trustees at the first meeting of the Board of Trustees held each election year. If the election of officers shall not be held at such meeting, such election shall be

held as soon thereafter as is convenient. Vacancies may be filled at any meeting of the Board of Trustees. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified or until his/her death or until he/she resigns or shall have been removed in the manner provided.

Section 8.3. Removal. Any officer or agent elected or appointed by the Board of Trustees may be removed by the Board of Trustees, subject to the approval of the Board of Directors, or by the Board of Directors, whenever in the judgment of the Board of Trustees, or the Board of Directors, as the case may be, the best interest of the Hospital would be served thereby.

Section 8.4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Trustees for the unexpired portion of the term, subject to the approval of the Board of Directors.

Section 8.5. Chairman of the Board of Trustees. The Chairman of the Board of Trustees shall be the chief executive officer of the Board of Trustees, and shall be elected from among the members of the Board of Trustees. The Chairman of the Board shall preside at all meetings of the Board of Trustees; see that all orders and resolutions of the Board of Trustees are carried into effect; assist the President in providing for the presentation of orientation and continuing education programs for the Trustees; and perform such other duties as are given to him/her by these Bylaws or as from time to time may be assigned to him/her by the Board of Trustees.

Section 8.6. Vice Chairman of the Board of Trustees. The Vice Chairman of the Board of Trustees shall perform such duties as are given to him/her by these Bylaws or as from time to time may be assigned to him/her by the Board of Trustees or the Chairman of the Board of Trustees and shall, in the absence of the Chairman of the Board of Trustees, have all the powers and responsibilities of the Chairman of the Board of Trustees.

Section 8.7. Secretary of the Board of Trustees. The Secretary shall:

A. record all the proceedings of the meeting of the Board of Trustees and any committees thereof in a book or books to be kept for that purpose;

B. cause all notices to be duly given in accordance with the provisions of these Bylaws;

C. whenever any committee shall be appointed pursuant to a resolution of the Board of Trustees, furnish the chairperson of such committee with a copy of such resolution;

D. in general, perform all duties incident to the office of the Secretary and such other duties as are given to him/her by these Bylaws or as from time to time may be assigned to him/her by the Board of Trustees or the Chairman of the Board of Trustees or the Vice Chairman of the Board of Trustees; and

E. advise the Board of Directors of the action taken at each meeting of the Board of Trustees and/or a Standing Committee.

ARTICLE IX

COMMITTEES OF THE BOARD OF TRUSTEES

Section 9.1. Executive Committee. An Executive Committee consisting of the officers of the Board of Trustees and the Chief of the Medical Staff shall have the power to exercise all authority delegated to the Board of Trustees during the period between the meetings of the Board of Trustees. The Executive Committee shall meet as often as necessary. Whenever it has taken action or held a meeting, the Executive Committee shall render a report of such action or meeting to the Board of Trustees at the next regular or special meeting of the Board of Trustees.

Section 9.2. Standing and Special Committees. The Committees of the Board of Trustees shall be Standing (the Board of Trustees shall act as committee of the whole), or Special (ad hoc), as authorized by the Board of Trustees and established as circumstances warrant. When the Special Committees are established, the function and responsibility of each committee shall be described in writing and provision established for:

A. the method of selecting committee members (appointed by the Chairman of the Board of Trustees);

B. the term of committee membership (as determined by the Chairman of the Board of Trustees);

C. the development of guidelines, when applicable, for appointing non-Trustees to committees (as directed by the Board of Trustees);

D. the minimum frequency of meetings and the attendance requirements (as directed by the Chairman of the Board of Trustees);

E. the frequency and type of required reports on committee activity (as directed by the Chairman of the Board of Trustees); and

F. the inclusion of the Medical Staff members on any committees that deliberates issues affecting the discharge of Medical Staff responsibilities.

Section 9.3. Liaison, Accreditation, Disaster and Long Range Planning & Performance Improvement Functions. The Board of Trustees has, within its own composition, substantial Medical Staff representation through the members of the Active Medical Staff who serve as Trustees; therefore, the Board of Trustees shall serve as a committee of the whole in the areas of medico-administrative liaison, acquisition and maintenance of JCAHO standards, National Committee on Quality Assurance (NCQA's) standards, etc., planning for both internal and external disasters, short and long range planning for the Hospital and its evaluation. This Standing Committee's functions shall be:

A. Liaison. It shall provide for medico-administrative liaison with the Medical Staff and the President of the Hospital relative to matters of Hospital policy and practice and shall serve as forum for discussion of matters pertaining to efficient and effective patient care.

B. Accreditation. It shall be responsible for acquisition and maintenance of JCAHO, NCQA or other appropriate accreditation. From time to time, it shall require that these accrediting agency's forms be used as a review method to estimate the accreditation status of the Hospital and it shall supervise a trial survey during the interim year between the regularly scheduled accrediting surveys for the purposes of constructive self criticism. It shall identify areas of suspected noncompliance with standards and shall make recommendations to the President of the Hospital for appropriate action. The Chairman of the Board of Trustees shall appoint representatives from the Board of Trustees to attend JCAHO exit interviews.

C. Disaster Planning. It shall be responsible for the development and maintenance of methods for the protection and care of Hospital patients and others at the time of internal and external disaster. Specifically, it shall:

1. adopt and periodically review a written plan to safeguard patients at the time of an internal disaster, particularly fire, and shall assure that all key personnel on each shift rehearse fire drills at least quarterly.

2. adopt and periodically review a written plan for the care, reception and evacuation of mass casualties, and shall assure that such plan is coordinated with the inpatient and outpatient services of the Hospital, and it adequately reflects developments in the Hospital's community and the anticipated role of the Hospital in the event of disasters in nearby communities, and that the plan is rehearsed by key personnel at least twice (2) yearly; and

3. review safety committee reports and make appropriate recommendations to the President of the Hospital.

D. Planning. It shall have the responsibility for reviewing an overall plan that will include as a minimum the following features:

1. an operating budget provided by the President of the Hospital for approval by the Board of Directors;

2. a three (3) year capital expenditure plan that includes an identification of the anticipated sources of financing and the objectives of each proposed capital expenditure in excess of $100,000.

3. a review and updating at least annually of the overall plan and budget; and

4. establishment of a planning process within the Hospital through which areas of need are established, and specific objectives to meet these goals are set. In addition, alternative courses of action to meet these goals will be identified and provision for implementation of the plan of action and for evaluation of the effect of such actions taken. Appropriate members for Medical Staff, the administrative staff, nursing personnel and personnel from other departments, as necessary, shall be consulted, as necessary, during the development of the overall plan.

E. Performance Improvement. It shall cause through and by appropriate Medical Staff peer review committees and other Hospital committees, an ongoing Performance Improvement program which identifies and assesses problems, concerns and systems issues and make recommendations for improvement. Recommendation of such committees shall be made as provided in the Medical Staff Bylaws and other Hospital policies.

F. Evaluation. It shall annually review and evaluate the Hospital's performance with respect to its purpose, objectives and functions.

G. Performance Appraisal. It shall cause, through a mechanism of performance appraisal and appropriate professional staff peer review, assurance of competency of all professionals and non-credentialed patient care providers. An ongoing Hospital Performance Improvement Program which identifies and assesses system wide issues will be actively supported and reviewed. The Board of Trustees shall also cause each department/service within the Hospital to review and revise all department policies and procedures as warranted. Such review and revision shall occur at least every three (3) years.

H. Risk Management. It shall address problems related to the safe delivery of medical/professional care and to the environment which pose actual or potential injury to patients, visitors, and employees through the Hospital's Risk Management Programs.

The Board of Trustees, Administration and the Medical Staff will work to establish, maintain, and support this comprehensive integrated Performance Improvement Program. Each will ensure the institution of effective mechanisms for assessing and appropriately responding to Performance Improvement and Risk Management findings.

ARTICLE X

HOSPITAL ADMINISTRATION

Section 10.1 Appointment. The Board of Directors shall select, employ, and monitor the performance of a competent President of the Hospital, qualified by education and experience, who shall be responsible for the management of the Hospital.

Section 10.2. Authority and Duties. The authority and duties of the President of the Hospital shall be to:

A. assure the Hospital's compliance with applicable law and regulation;

B. carry out all policies, including any policies concerning performance improvement or risk management, established by the Trustees and the Board of Directors;

C. provide for institutional controls protecting human, physical, financial and information resources;

D. develop and submit to the Board of Directors for approval, a plan of organization of the personnel and others concerned with the operation of the Hospital;

E. prepare an annual operating budget showing the expected receipts and expenditures;

F. select, employ, control and discharge employees, and develop and maintain personnel policies and practices for the Hospital; select other competent individuals who provide patient care services but are not credentialed by the Medical Staff;

G. supervise the business affairs of the Hospital;

H. cooperate with the Medical Staff and with all those concerned with rendering professional services, to the end that quality and cost-effective care will be rendered to patients;

I. present to the Board of Directors and the Board of Trustees or its authorized committees, periodic reports reflecting the professional service and financial activities of the Hospital, and prepare and submit special reports as may be required by the Trustees and Board of Directors;

J. attend all meetings of the Board of Trustees and committees thereof;

K. serve as the liaison and channel of communications for all official communications between the Trustees or any of its Committees, the Medical Staff and Board of Directors;

L. review all inspection reports of any authorized inspecting agency and to insure that the Hospital meets the standards of JCAHO, NCQA or other appropriate accreditation and standard requirements;

M. establish information support systems;

N. develop an orientation program for new Trustees, and for current Trustees, should new programs supporting the Hospital be introduced; and demonstrate the validity of the orientation by obtaining the signatures of each Trustee.

O. serve as Secretary of the Board of Trustees, and perform other duties that may be necessary in the best interest of the Hospital.

In the absence of the President of the Hospital, the Vice President/CFO will perform the duties of the President.

ARTICLE XI

MEDICAL STAFF

Section 11.1. Organization, Appointments, and Hearings.

A. The Board of Trustees shall organize the physicians and appropriate health practitioners granted membership and privileges in the Hospital into a Medical Staff under Medical Staff Bylaws. Members of the Medical Staff and others with privileges shall be periodically reviewed in accordance with the Medical Staff Bylaws, not less than every two (2) years and in accordance with Section 11.2 of this Article XI.

B. The Board of Trustees shall establish within said Medical Staff Bylaws, procedures for processing and evaluating applications for Medical Staff membership and for the granting of clinical privileges. The Board of Trustees shall require that all Medical Staff members are competent in their ability to obtain and interpret information in terms of the patient's needs, a knowledge of growth and development and an understanding of the range of treatment needed by these patients. After consideration of recommendations of the Medical Staff relating to membership and clinical privileges, the Board of Trustees shall appoint, in a timely manner, practitioners to the Medical Staff who meet the qualifications for membership as set forth in the Medical Staff Bylaws and grant clinical privileges in accordance with these procedures.

C. The Medical Staff Bylaws shall contain procedures to provide a fair hearing process for an applicant to or member of the Medical Staff, including the right to be heard at each step of the process. The procedure shall also include an appeal process whereby the applicant or member shall be assured a full consideration of the case. These procedures shall be carried out as provided in the Medical Staff Bylaws. The Chairman of the Board of Trustees, for purposes of a fair hearing and appeal process, shall appoint appropriate members of the Board of Trustees to participate in such process in accordance with applicable provisions of the Medical Staff Bylaws.

D. Whenever the Board of Trustees does not concur with a recommendation of the Medical Staff in either the appointment, reappointment, or appellate review process, the Board of Trustees shall follow such appeal procedures as provided in the Medical Staff Bylaws.

E. A physician or health practitioner under contract to the Hospital in a medico-administrative position which requires membership on the Medical Staff due to the clinical nature of the duties and responsibilities of the positions, must apply for and be granted Medical Staff membership and clinical privileges in accordance with these same procedures. The termination of his/her medical Staff privileges shall likewise be carried out in accordance with these procedures including the same due process provisions unless otherwise stipulated in said contract with the Hospital. In the latter case, the contract provision shall control.

Section 11.2. Medical Care and its Evaluation

A. The Board of Trustees shall, in the exercise of its discretion and to the extent consistent with the law and accreditation agencies standards, delegate to the Medical Staff the responsibility for providing appropriate professional care for the Hospital's patients. Every patient must be admitted by a member of the Medical Staff with appropriate admitting privileges in good standing. Every patient must remain under the primary care of a physician duly licensed by the state in which the Hospital, or that portion of the Hospital in which the patient is receiving treatment, is located and a member in good standing of the Medical Staff with appropriate authority and responsibility for the diagnosis and treatment of his/her patients within the area of his/her clinical privileges subject to such limitations as are contained herein and in the Medical Staff Bylaws and subject further, to any limitations attached to the appointment. Each applicant to and member of the Medical Staff shall be required to abide by relevant state and/or federal law, all ethical principles of his/her profession, the Medical Staff Bylaws, Rules and Regulations, and the current Hospital's policies and Bylaws, as they may be amended from time to time, and each such applicant and member shall sign a statement to that effect.

B. The Medical Staff shall conduct a continuing review and appraisal of the quality of professional care rendered within the Hospital and the Board of Trustees shall be informed of the results of such review to assure that all patients with the same health

problems are receiving the same level of care at the Hospital. Additionally, the Medical Staff shall make recommendation directly to the Board of Trustees concerning appointments, reappointments, and alterations of staff status and granting of clinical privileges. All reports to the Board of Trustees shall remain confidential.

C. The Medical Staff shall make recommendations directly to the Board of Trustees concerning:

1. structure of the Medical Staff;

2. the procedures governing appointments, reappointments and alterations of staff status and granting of clinical privileges;

3. disciplinary and/or reporting actions;

4. all matters relating to professional competency and patient care; and

5. such specific matters as may be referred to it by this Board of Trustees.

Section 11.3. Bylaws, Rules and Regulations. The Medical Staff shall develop and adopt, subject to the approval of the Board of Trustees, Medical Staff Bylaws, and Rules and Regulations, consistent with Hospital policy and any other applicable requirements or laws. The Medical Staff shall be regulated by Medical Staff Bylaws and the Rules and Regulations which shall be annually reviewed, and amended as necessary, by the Medical Staff and approved by the Board of Trustees. If the Medical Staff shall fail to fulfill its duty to appropriately amend the Medical Staff Bylaws to meet legal or regulatory requirements, the Board of Trustees shall provide notice of the necessary amendments to the Medical Staff Bylaws, as appropriate. If the Medical Staff should continue to fail in its duties, the Board of Trustees shall take appropriate action to cause the Medical Staff Bylaws to meet legal and regulatory requirements.

Section 11.4. Patient Referrals. The Hospital, in consultation with the Medical Staff, shall provide a written plan for the referral of patients who are in need of psychiatric, alcohol or drug treatment which is not available within the Hospital, such as long term care or commitment of patients. All patients will be evaluated by a physician on the Medical Staff who is present within the Hospital. When a transfer to another facility is deemed necessary, it will be done in accordance with the guidelines set forth by the Consolidated Omnibus Reconciliation Act of 1986, as amended from time to time.

Section 11.6 Medical Staff Responsibility; Chief of Staff. The Medical Staff, through the Chief of Staff on behalf of the medical or professional executive committee, shall be held accountable for adopting an approach to performance improvement, that includes activities contributing to the preservation and improvement of quality of patient

care provided in the facility. The Chief of Staff, in addition to other duties set forth in these bylaws, shall present to the Board of Trustees a report of these activities which shall include:

A. conducting periodic meetings to implement and report on the activities and mechanisms for planning the process of improvement, setting priorities for improvement, measuring and assessing performance systematically, implementing improvement activities on the basis of that assessment, and maintaining achieved improvements. Such activities may be made in a prospective, concurrent or retrospective manner, and may include assessment of facility-wide systems, medical records or other patient care support systems.

B. review and revision of all department/service policies and procedures, when warranted; and to assure that the period between reviews does not exceed three years.

C. the credentials review and the definition and subsequent recommendations of the clinical privileges which may be appropriately granted within the Hospital and within each department; recommendations, based upon appropriate investigation, assessment of care and performance improvement activities for the granting of privileges for members of the Medical Staff, and other, if any, as specifically provided in the Medical Staff Bylaws commensurate with individual education, training, health, experience, and demonstrated ability and judgment, and for the grating of practice privileges to allied health professionals consistent with the delineation approved by the Board of Trustees of eligible categories, practice privileges, terms and conditions applicable to such individuals.

D. the provision of continuing professional education, shaped primarily by the needs identified through the continuous quality improvement activities.

E. The periodic review of utilization of the Hospital's resources to provide for their allocation to meet the needs of patients efficiently and effectively.

F. Such other measures as the Board of Trustees may, after considering the advice of Medical Staff and other professional services and the facility administration, deem necessary for the preservation and improvement of the quality and efficiency of patient care.

ARTICLE XII

VOLUNTEER SERVICES

Section 12.1. <u>Volunteers</u>. The Board of Trustees recognizes and values the formation of organized volunteer services to promote quality and cost effective Hospital care and to meet the needs and comfort of patients, families, and visitors. Those needs may be met by an organized volunteer service of individuals and groups under the

direction of a designated employee or by the establishment of a self governing auxiliary. When individuals or organized groups perform volunteer services in within the Hospital, a mechanism for direction and control of their activities shall be established through a designated responsible employee. When an auxiliary is established, it shall, prior to the beginning of operation, adopt Bylaws setting forth its objectives and purposes. These Bylaws are subject to review and approval by the Board of Trustees.

ARTICLE XIII

INDEMNITIES

Section 13.1. Definitions. In this Article:

A "Indemnitee" means (i) any present or former director, advisory director, trustee or officer of the Corporation, (ii) any person who while serving in any of the capacities referred to in clause (i) hereof served at the Corporation's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

B. "Official Capacity" means (i) when used with respect to a director, the office of Director of the Corporation, and (ii) when used with respect to a person other than a director, the elective or appointive office of the Corporation held by such person or the employment or agency relationship undertaken by such person on behalf of the Corporation, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

C. "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

Section 13.2. Indemnification. The Corporation shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding to which he was, is or is threatened to be named defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 13.1(a), if it is determined in accordance with Section 13.4 that the Indemnitee (a) conducted himself in good faith, (b) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Corporation's best interests and, in all other

cases, that his conduct was at least not opposed to the Corporation's best interests, and (c) in the case of any criminal proceeding, had no reasonable cause to believe that his conduct was unlawful; provided, however, that in the event a determination is made that a person is entitled to indemnification pursuant to this Section 13.2 in connection with a Proceeding brought by or on behalf of the Corporation, such indemnification shall be limited to the reasonable expenses (including court costs and attorneys' fees) actually incurred by the Indemnitee in connection with the Proceeding. No indemnification shall be made under this Section 13.2 in respect of any judgment, penalty, fine or amount paid in settlement in connection with any Proceeding in which such Indemnitee shall have been found liable to the Corporation. If a director is found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, then indemnification can be made only if the indemnification (x) is limited to reasonable expenses and (y) shall not be made if the director is found liable for willful or intentional misconduct in performing his duties to the Corporation. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (a), (b) or (c) in the first sentence of this Section 13.2.

Section 13.3. Successful Defense. Without limitation of Section 13.2 and in addition to the indemnification provided for in Section 13.2, the Corporation shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Section 13.1(a), if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

Section 13.4. Determinations. Any indemnification under Section 13.2 (unless ordered by a court of competent jurisdiction) shall be made by the Corporation only upon a determination that indemnification of the Indemnitee is proper in the circumstances because he has met the applicable standard of conduct. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (b) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors, duly designated to act in the matter by a majority vote of all directors (in which designation directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two or more directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (c) by special legal counsel selected by the Board of Directors or a committee thereof by vote as set forth in clauses (a) or (b) of this Section 13.4 or, if the requisite quorum of all of the directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the directors (in which directors who are named defendants or respondents in the Proceeding may participate); or (d) by the shareholders in a vote that excludes the shares held by directors that are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same

manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (c) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 13.4 that the director or officer has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

Section 13.5. Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or was, is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Corporation at reasonable intervals in advance of the final disposition of such Proceeding upon receipt by the Corporation of (a) a written affirmation by such Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Corporation under this Article and (b) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Corporation if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this article. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article, the Corporation may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

Section 13.6. Employee Benefit Plans. For purposes of this Article, the Corporation shall be deemed to have requested an Indemnitee to serve an employee benefit plan whenever the performance by him of his duties to the Corporation also imposes duties on or otherwise involves services by him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Action taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by him to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Corporation.

Section 13.7 Other Indemnification and Insurance. The indemnification provided by this Article shall (a) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Corporation's Articles of Incorporation, any law, agreement or vote of shareholders or disinterested directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Corporation on behalf of any Indemnitee or under any self-insurance arrangement allowed by law, both as to action in his Official Capacity and as to action in any other capacity, (b) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (c) inure to the benefit of the heirs, executors and administrators of such a person.

Section 13.8. Notice. Any indemnification of or advance of expenses to a present or former director of the Corporation in accordance with this Article shall be reported in writing to the shareholders of the Corporation with or before the notice or waiver of notice of the next shareholders' meeting or with or before the next submission to shareholders of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

Section 13.9. Construction. The indemnification provided by this Article shall be subject to all valid and applicable laws and, in the event this Article or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

Section 13.10. Continuing Offer, Reliance, etc. The provisions of this Article (i) are for the benefit of, and may be enforced by, each director and officer of the Corporation, the same as if set forth in their entirety in a written instrument duly executed and delivered by the Corporation and such director or officer and (ii) constitute a continuing offer to all present and future directors and officers of the Corporation. The Corporation, by its adoption of these Bylaws, (i) acknowledges and agrees that each present and future director and officer of the Corporation has relied upon and will continue to rely upon the provisions of this Article in accepting and serving in any of the capacities referred to in Section 13.1(a) of this Article, (ii) waives reliance upon, and all notices of acceptance of, such provisions by such directors and officers and (iii) acknowledges and agrees that no present or future director or officer of the Corporation shall be prejudiced in his right to enforce the provisions of this Article in accordance with their terms by any act or failure to act on the part of the Corporation.

ARTICLE XIV

AMENDMENTS

Section 14.1. Amendments. These Bylaws may be altered, amended or repealed, or new bylaws may be adopted, by the Board of Directors at any duly held meeting or by the holders of a majority of the shares of the Corporation represented at any duly held meeting of shareholders; provided that notice of such proposed action shall have been contained in the notice of any such meeting. These Bylaws shall be reviewed at least every two years and revised as necessary.

Section 14.2. Effect of Amendment. No amendment, modification or repeal of this Article or any provision hereof shall in any manner terminate, reduce or impair the

right of any past, present or future director or officer of the Corporation to be indemnified by the Corporation, nor the obligation of the Corporation to indemnify any such director or officer, under and in accordance with the provisions of the Article as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE XV

CONFLICT WITH ARTICLES OF INCORPORATION

Section 15.1. Conflict with Articles of Incorporation. In the event any provision of these Bylaws conflicts with or is inconsistent with any provision of the Articles of Incorporation, the Articles of Incorporation shall be controlling and the remaining provisions of the Bylaws shall be construed so as to comply with the Articles of Incorporation.

ARTICLE XVII

NON-DISCRIMINATION

Section 16.1 Non-Discrimination. It is the firm policy of the Board of Directors and the Board of Trustees not to discriminate on the basis of race, creed, sec, age, disability, religion or national origin in the appointment of members of the Medical Staff, the employment of Hospital personnel and the admission of patients. All Medical Staff members, Board of Trustees members and Hospital personnel shall adhere to such policy.

Lancaster Hospital Corporation:

Date: 1-1-98 **By:** _____

Secretary

Exhibit 3.154

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 01/16/1998
981020260 – 2847504

CERTIFICATE OF INCORPORATION

OF

RAMSAY YOUTH SERVICES OF ALABAMA, INC.

THE UNDERSIGNED, for the purpose of forming a corporation pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: The name of the corporation is Ramsay Youth Services of Alabama, Inc. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805, which address is located in the County of New Castle, and the name of the Corporation's registered agent at such address is Corporation Service Company.

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

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 1,000 shares of common stock, $.01 par value per share.

FIFTH: Subject to the provisions of the General Corporation Law of the State of Delaware, the number of Directors of the Corporation shall be determined as provided by the By-Laws.

SIXTH: To the fullest extent permitted by Section 145 of the Delaware General Corporation Law, or any comparable successor law, as the same may be amended and supplemented from time to time, the Corporation (i) may indemnify all persons whom it shall have power to indemnify thereunder from and against any and all of the expenses, liabilities or other matters referred to in or covered thereby, (ii) shall indemnify each such person if he is or is threatened to be made a party to an action, suit or proceeding by reason of the fact that he is or was a director, officer, employee or agent of the Corporation or because he was serving the Corporation or any other legal entity in any capacity at the request of the Corporation while a director, officer, employee or agent of the

Corporation and (iii) shall pay the expenses of such a current or former director, officer, employee or agent incurred in connection with any such action, suit or proceeding in advance of the final disposition of such action, suit or proceeding. The indemnification and advancement of expenses provided for herein shall not be deemed exclusive of any other rights to which those entitled to indemnification or advancement of expenses may be entitled under any by-law, agreement, contract or vote of stockholders or disinterested directors or pursuant to the direction (however embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

SEVENTH: In furtherance and not in limitation of the general powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter or repeal the By-Laws of the Corporation, except as specifically stated therein.

EIGHTH: 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 §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 §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 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.

NINTH: Except as otherwise required by the laws of the State of Delaware, the stockholders and directors shall have the power to hold their meetings and to keep the books, documents and papers of the Corporation outside of the State of Delaware, and the Corporation shall have the power to have one or more offices within or without the State of Delaware, at such places as may be from time to time designated by the By-Laws or by resolution of the stockholders or directors. Elections of directors need not be by ballot unless the By-Laws of the Corporation shall so provide.

TENTH: 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.

ELEVENTH: 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) for the unlawful payment of dividends or unlawful stock purchases under Section 174 of the General Corporation Law of Delaware, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law of Delaware is amended to further eliminate or limit the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of Delaware, as so amended. Any repeal or modification of this Article by the stockholders of the Corporation shall be prospective only and shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

TWELFTH: The name and address of the incorporator is Ronald J. Prague, 237 Park Avenue, New York, New York 10017.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinabove named, does hereby execute this Certificate of Incorporation this 14th day of January, 1998.

/s/ Ronald J. Prague

Ronald J. Prague
Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:49 PM 09/15/2003
FILED 09:48 PM 09/15/2003
SRV 030594128 – 2847504 FILE

CERTIFICATE OF AMENDMENT OF

CERTIFICATE OF INCORPORATION

OF

RAMSAY YOUTH SERVICES OF ALABAMA, INC.

Ramsay Youth Services of Alabama, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: The Certificate of Incorporation of the Corporation is hereby amended by deleting ARTICLE I in its present form and substituting in lieu thereof the following:

ARTICLE I
NAME

The name of the corporation is Premier Behavioral Solutions of Alabama, Inc. (the "Corporation").

SECOND: The amendment to the Certificate of Incorporation of the Corporation set forth in this Certificate of Amendment has been duly adopted in accordance with the applicable provisions of Sections 141, 228 and 242 of the General Corporation Law of the State of Delaware, (a) the Board of Directors of the Corporation having duly adopted a resolution setting forth such amendment and declaring its advisability and submitting it to the stockholder of the Corporation for its approval, in conformity with the By-Laws of the Corporation and (b) the sole shareholder of the outstanding stock of the Corporation, having duly adopted the resolution setting forth such amendment by written consent in lieu of a meeting in conformity with the By-Laws of the Corporation.

THIRD: That this Certificate of Amendment of the Certificate of Incorporation shall be effective as of the date filed by the Secretary of State of Delaware.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment of its Certificate of Incorporation to be executed as of the 15th day of September, 2003.

RAMSAY YOUTH SERVICES OF ALABAMA, INC.

By: /s/ Steven T. Davidson

Name: Steven T. Davidson

Title: VP

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
PREMIER BEHAVIORAL SOLUTIONS OF ALABAMA, INC.

Premier Behavioral Solutions of Alabama, Inc. (hereinafter called the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

1. The name of the corporation is Premier Behavioral Solutions of Alabama, Inc.

2. The Certificate of Incorporation of the Corporation is hereby amended by deleting the first Article thereof and by substituting in lieu of said Article the following:

"FIRST: The name of the corporation is Laurel Oaks Behavioral Health Center, Inc. (the "Corporation")."

3. This amendment to the Certificate of Incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

4. This Certificate of Amendment to the Certificate of Incorporation of the Corporation shall be effective on March 31, 2006.

Dated this 15th day of March, 2006.

Premier Behavioral Solutions of Alabama, Inc.

/s/ Christopher L. Howard
Christopher L. Howard
Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:39 PM 03/30/2006
FILED 07:39 PM 03/30/2006
SRV 060304995 – 2847504 FILE

Exhibit 3.155

AMENDED AND RESTATED

B Y L A W S

OF

LAUREL OAKS BEHAVIORAL HEALTH CENTER, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Laurel Oaks Behavioral Health Center, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Delaware. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Delaware as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Delaware nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Delaware as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

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

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

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

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

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

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Delaware, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.156

CERTIFICATE OF FORMATION
OF
LEBANON 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

LEBANON HOSPITAL PARTNERS, LLC

/s/ John J. Faldetta, Jr.

John J. Faldetta, Jr., Authorized Person

Exhibit 3.157

LEBANON 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 LEBANON HOSPITAL PARTNERS, LLC, a Tennessee limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Tennessee (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") of the State and entering into an Operating Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Member" means the Managing Member and any Person who subsequently is admitted as a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on December 12, 1996. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "LEBANON HOSPITAL PARTNERS, LLC". The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be CT Corporation System located at 800 S. Gay Street, Suite 2021, Knoxville, TN 37929.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Behavioral Healthcare LLC

By: BHC Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Lebanon Hospital Partners, LLC

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 02/01/1995
950024019 - 2476889

CERTIFICATE OF LIMITED PARTNERSHIP

OF

MANATEE MEMORIAL HOSPITAL, L.P.

The undersigned, for the purpose of forming a limited partnership under the laws of the State of Delaware, do hereby certify:

(1) The name of the limited partnership is Manatee Memorial Hospital, L.P.

(2) The address of the registered office of the limited partnership is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name and address of the limited partnership's registered agent are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

(3) The name of the General Partner is UHS of Manatee, Inc. The General Partner has a business address at Universal Corporate Center, 367 South Gulph Road, King of Prussia, PA 19406.

Date: January 27, 1995

UHS OF MANATEE, INC.
as General Partner

By: _____
Bruce R. Gilbert, Secretary

C:\manatee.j95

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:53 PM 08/20/2009
FILED 03:23 PM 08/20/2009
SRV 090795261 - 2476889 FILE

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Manatee Memorial Hospital, L.P.

SECOND: Article 3 of the Certificate of Limited Partnership shall be amended as follows:

For accounting purposes only, effective December 31, 2006, the General Partner is UHS of Pennsylvania, Inc. The General Partner has a business address at the Universal Corporate Center, 367 South Gulph Road, King of Prussia, PA 19406.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 20th day of August, A.D. 2009.

UHS of Pennsylvania, Inc.

By: _____

General Partner(s)

Name: George H. Brunner, Jr., Secretary

Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:33 PM 02/04/2010
FILED 05:51 PM 02/04/2010
SRV 100111407 - 2476889 FILE

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Manatee Memorial Hospital, LP

SECOND: Article 3 of the Certificate of Limited Partnership shall be amended as follows:

For accounting purposes only, effective December 31, 2009, the General Partner is Wellington Regional Medical Center, Inc. The General Partner has a business address at Universal Corporate Center, 367 South Gulph Road, King of Prussia, PA 19406.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 4TH day of FEBRUARY, A.D. 2010.

Wellington Regional Medical Center, Inc.
General Partner

By: [signature]

Name: Steve Filton, Vice President
Print or Type

AGREEMENT OF LIMITED PARTNERSHIP

OF

MANATEE MEMORIAL HOSPITAL, L.P.

This AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement"), is made and entered into as of February 1, 1995, by and among UHS of Manatee, Inc., a Florida corporation, as general partner (the "General Partner"), and UHS of Plantation, Inc., a Florida 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."

R E C I T A L S:

WHEREAS, the Partners agree to form a limited partnership under the Florida Revised Uniform Limited Partnership Act for the purpose of owning, and operating acute care hospital in Bradenton, FL, including Manatee Memorial 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 Manatee Memorial Hospital, L.P., all business of the Partnership shall be conducted in such name that the General Partner determines to be in the best interest of the Partnership.

1.4 Capitalized Words and Phrases. Capitalized words and phrases used herein shall have the meanings stated in Section 19 hereof, unless defined in a document to which reference is made for such definition or defined in another section of this Agreement.

SECTION 2

Term

The term of the Partnership shall commence on the date of the filing of the Certificate in the Office of the Secretary of State of Florida and continue until dissolved as provided in Section 12. The General Partner shall cause the due filing and recording of any required amendments to and/or restatements of the Certificate as promptly as possible following the execution and delivery of this Agreement.

SECTION 3

Purpose

The sole purpose and business of the Partnership shall be to own and operate the Hospital. In furtherance of the purpose of the Partnership, the Partnership shall have the power to do any and all of the things necessary or desirable in connection with the foregoing or as otherwise contemplated by this Agreement. The Partnership shall not engage in any other business without the prior written consent of the General Partner.

SECTION 4

Principal Place of Business

The location of the principal office of the Partnership where the books and records of the Partnership shall be kept is Hospital, which is currently located at 203 Second Street East, Bradenton, FL 34208.

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 seventy percent (70%) 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 thirty percent (30%) capital interest in the Partnership.

(b) Additional Capital Contributions of Partners. Except for the Capital Contributions as set forth in Section 5.1, no Partner shall be required to make any additional capital contributions unless all Partners consent to make such Additional Contribution.

(c) Additional Limited Partners. The General Partner may, at any time, and from time to time, admit additional Limited Partners, or may accept an additional capital contribution from any Limited Partner, who shall be considered an additional Limited Partner to the extent of such additional capital contribution; provided, that, the admission of Limited Partners and the issuance of Partnership Interests as contemplated by Section 11.3, shall require the consent of a Majority in Interest as provided in Section 6.3(h). The capital contribution of any additional Limited Partners shall be payable on a date such Limited Partner is admitted to the Partnership. As soon as practicable after the admission of any new Limited Partner or the acceptance of any additional capital contribution as herein above provided, the General Partner shall, if required, cause an appropriate amendment to the Certificate to be filed and shall deliver to each Limited Partner an amended Certificate.

5.2 Capital Accounts. Each Partner shall have a capital account (“Capital Account”), which, in addition to the adjustments set forth below, shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1 .704-1(b)(2)(iv) and shall be equal to the amount of cash contributed by such Partner to the Partnership pursuant to Subsection 5.1 and such Capital Account shall be:

(a) increased by:

(i) the fair market value of property contributed by the Partner to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Code Section 752);

(ii) allocations of net income from operations (or items thereof) and the amount of net gains (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including income and gain exempt from tax and income and gain described in Treasury Regulation Section I .704-l(bX2)(iv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-1(b)(4)(i); and

(b) decreased by:

(i) amounts paid or distributed to the Partner pursuant to Sections 8 and 11.3 (other than repayments of any loans made to the Partnership under Subsection 6.9 or Section 10 hereof);

(ii) the fair market value of property distributed to the Partner by the Partnership (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Code Section 752);

(iii) allocations to the Partner of expenditures of the Partnership described in Code Section 705 (a)(2)(B); and

(iv) allocations of Partnership loss and deductions (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including loss and deduction described in Treasury Regulation Section 1.704-1 (b)(2)(iv)(g), but excluding items described in (iii) above and loss or deduction described in Treasury Regulation Sections 1 .704-1(b)(4)(i) or 1 .704-1(b)(4)(iii).

5.3 Determination of Balance in Capital Accounts. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Partner for purposes of Sections 7 or 8, the Capital Account of the Partner shall be determined after giving effect to all adjustments provided for in Subsection 5.2 for the current Fiscal Year in respect of transactions effected prior to the date with respect to which such determination is to be made.

5.4 Withdrawal of Capital. Except as specifically provided in this Agreement, no Partner shall be entitled to withdraw any part of his Capital Account or to receive any distribution from the Partnership, and no Partner shall be entitled or required to make any additional capital contribution to the Partnership.

5.5 Capital Accounts of New Partners. Each Partner, including any additional or Substituted Limited Partner, who shall receive any Partnership Interest(s) in the Partnership or whose Partnership Interest(s) in the Partnership shall be increased by means of a Transfer to him of all or part of the Partnership Interest(s) of another Partner, shall succeed to the Capital Account of the transferor to the extent the Capital Account of the transferor relates to the transferred Partnership Interest(s).

5.6 Partners' Loans. Loans by any Partner to the Partnership shall not be considered Capital Contributions to the Partnership and shall not increase the Capital Account of the lending Partner.

5.7 Liability of Limited Partners. Except as provided in the Act, a Limited Partner shall not be liable for the obligations of the Partnership. The liability of each Limited Partner shall be limited solely to the amount of his Capital Contribution to the Partnership required by the provisions of this Agreement. Notwithstanding anything to the contrary above, a Limited Partner receiving the return of any portion of his capital contributions without violating this Agreement or the Act shall be liable to the Partnership for a period of one (1) year thereafter for the amount of the returned contribution, but only to the extent necessary to discharge the Partnership's liabilities to creditors who extended credit to the Partnership during the period prior to the date of the return of such Capital Contribution (excluding liabilities of the Partnership represented by debt, the repayment of which is secured solely by Partnership property.

5.8 Transferee Partners. Any Partner acquiring the interest of any other Partner shall, with respect to the interest so acquired, be deemed to be a Partner of the same class as the transferor.

5.9 Interest on Capital Contributions. No interest shall be paid by the Partnership on any capital contributed to the Partnership.

5.10 Allocations Among Partners. Unless otherwise expressly stated to the contrary, whenever amounts are allocated or distributed to the Partners such amounts shall be allocated or distributed among the Partners in the proportion that the Partnership Interest(s) each owns bears to the aggregate number of Partnership Interests of all the Limited Partners at the time of such allocation or distribution.

5.11 Capital Accounts to Conform with Treasury Regulations. In addition to the adjustments set forth in this Section 5, the Capital Accounts of the Partners shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1.704-l(b)(2)(iv). In this regard, at the sole and absolute discretion of the General Partner, the Partnership's assets and, accordingly, the Partner's Capital Accounts, may be adjusted to equal their respective fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Treasury Regulation Section 1.704-l(b)(2)(ii)(g).

SECTION 6

Control and Management

6.1 General. Except as specifically limited herein, the General Partner shall have full, exclusive and complete discretion in the management and control of the Partnership for accomplishing the purposes set forth in Section 3. The General Partner agrees to manage and control the affairs of the Partnership to the best of its ability and to conduct the operations contemplated under this Agreement in a careful and prudent manner and in accordance with good industry practice. Subject to the limitations set forth in this Agreement, the General Partner shall have full power and authority to execute all documents and instruments on behalf of the Partnership and to take all other requisite actions on behalf of the Partnership.

6.2 Powers of General Partner. Subject to any limitations expressly set forth in this Agreement, the General Partner shall perform or cause to be performed, at the Partnership's expense and in its name, all things necessary to own and operate, the Hospitals. Without limiting the generality of the foregoing, the General Partner (subject to the provisions of Subsection 6.3 hereof) is expressly authorized to do the following on behalf of the Partnership:

(a) enter into, amend or revise contracts, leases and other agreements that are necessary for the operations of the Hospital;

(b) borrow money on behalf of the Partnership, on a secured or unsecured basis, or refinance or modify any Partnership indebtedness;

(c) perform any and all acts necessary or appropriate for the ownership and operation of the Hospital, including without limitation, commencing, defending and/or settling litigation regarding the Hospitals or any aspect thereof;

(d) procure and maintain with responsible companies such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner;

(e) take and hold all property of the Partnership, real, personal and mixed, in the Partnership name, or in the name of a nominee of the Partnership;

(f) execute and deliver on behalf of, and in the name of the Partnership, or in the name of a nominee of the Partnership, deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale, financing statements, security agreements, installation contracts, easements, construction contracts, architectural and engineering and any and all other instruments necessary or incidental to pursuing the purpose of the Partnership or the conduct of the Partnership's business and the financing thereof,

(g) bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Partnership;

(h) establish reasonable reserve funds from Cash Flow to provide for future contingencies;

(i) loan funds to the Partnership, directly or through an Affiliate, and charge interest therefor;

(j) coordinate all accounting and clerical functions of the Partnership and employ such accountants, attorneys, managers, agents and other management or service personnel as may from time to time be required to carry on the business of the Partnership;

(k) during those periods in which the General Partner determines such funds are not necessary for the working capital needs of the Partnership, invest its available funds, or any part thereof, in such short-term investment vehicles as the General Partner determines to be in the best interests of the Partnership;

(1) execute, acknowledge and deliver any and all instruments necessary to effectuate the foregoing;

(m) operate any business normal or customary for the owners of property similar to the Hospital; and

(n) employ such staff, professionals and consultants as shall be necessary or appropriate to operate the business of the Partnership.

(o) finance and construct a replacement Hospital facility

(p) sell the assets of the Partnership including, all or substantially all of the assets of the Partnership.

6.3 Limitations on Powers of General Partner. Notwithstanding the generality of the foregoing, the General Partner shall not be empowered, without the Votes of a Majority in Interest of the Limited Partners, to:

(a) do any act in contravention of this Agreement;

(b) confess a judgment against the Partnership;

(c) possess Partnership property or assign any rights in specific Partnership property for other than a Partnership purpose;

(d) except as otherwise provided in Section 11 hereof, admit a person as a general partner into the Partnership;

(e) require any Limited Partner to make a Capital Contribution to the Partnership not provided for in this Agreement; or

(f) except as provided in this Agreement (including, without limitation, the admission of additional Limited Partners as provided herein), increase or decrease the interest of any Partner in the assets, profits, losses or distributions of the Partnership; and

(g) relieve the General Partner of any liability under this Agreement due to the assignment of its interest in the Partnership;

(h) admit additional (including by way of public offering) or Substituted Limited Partners, except as provided in Section 11 hereof;

(i) lend any Partnership funds or property to any person;

(j) change, reorganize, merge or consolidate the Partnership with or into any other legal entity (including a publicly held entity); or

6.4 No Management Powers By Limited Partners. The Limited Partners shall take no part in the control of the Partnership business and shall have no right or authority to act for or bind the Partnership. The exercise of any of the rights and powers of the Limited Partners pursuant to the terms of this Agreement shall not be deemed taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

6.5 General Partner's Liability. The General Partner shall not be liable for the return of any portion of the capital contributions of the Limited Partners. The General Partner shall not be required to contribute any amount to the capital of the Partnership except as provided in Section 5 hereof.

6.6 Limitation on Obligations of General Partner. The General Partner shall devote as much of its time and attention as is reasonably necessary and advisable to manage the affairs of the Partnership to the best advantage of the Partnership. Except as otherwise specifically set forth below, the General Partner shall not be liable to the Limited Partners because any governmental authority disallows or adjusts any deductions or credits in the Partnership's income tax returns.

6.7 Indemnification of General Partner. The General Partner shall not be liable to the Partnership or any of its Partners for any losses, claims, damages or liabilities to which the Partnership or the Limited Partners may become subject insofar as any such losses, claims, damages or liabilities arise out of or are based upon any act, error or omission or alleged act, error or omission or negligence or any other matter, except for any such losses, claims, damages or liabilities resulting from the willful misconduct or gross negligence of the General Partner. The General Partner shall be indemnified by the Partnership for any act performed by it within the scope of the authority conferred upon it by this Agreement; provided, however, that such

indemnification shall be payable by the Partnership only if the General Partner (a) acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Partnership and the Partners, and (b) had no reasonable grounds to believe that its conduct was grossly negligent or unlawful. No indemnification may be made by the Partnership in respect of any claim, issue or matter as to which the General Partner shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of its duty to the Partnership unless, and only to the extent that, the court in which such action or suit was brought determines that in view of all the circumstances of the case, despite the adjudication of liability for gross negligence or willful misconduct, the General Partner is fairly and reasonably entitled to indemnification for those expenses which the court deems proper. Any indemnity under this Section 6.7 shall be paid from, and only to the extent of, Partnership assets, and no Limited Partner shall have any personal liability on account thereof.

6.8 Dealings with General Partner and Affiliates. The Partnership is authorized to enter into business agreements, contracts and other transactions with the General Partner or any Affiliate of the General Partner and is authorized to pay fees, commissions or other consideration to the General Partner or any Affiliate of the General Partner. Any such other transaction between the Partnership and the General Partner or Affiliates of the General Partner shall be on terms not less favorable to the Partnership than those available from nonaffiliated parties.

6.9 Loans to Fund Operating Deficits. In the event that for any Fiscal Year (or part thereof) during the term of the Partnership, operations of the Partnership produce a deficit in Cash Flow, the General Partner shall have the option, but not the obligation, to cause to be advanced, as a loan, to the Partnership, the amount of said deficit (the amount of such advance referred to herein as the "Operating Deficit Loans"). The amount of the Operating Deficit Loans shall bear interest at the rate which is the lesser of the maximum rate of interest allowed by applicable law or the same rate charged the General Partner by the financial institution or other entity from which such funds are obtained (or, in the event the General Partner does not borrow such funds, an amount equal to thirteen percent (13%) per annum). The principal and interest of the Operating Deficit Loans shall be repaid only as set forth in Section 8.

SECTION 7

Net Income; Net Losses and Credits from Operations; Net Gains and Net Losses from Dissolution and Winding Up

7.1 Operations.

(a) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net income of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and the General Partner in proportion to their ownership of Partnership Interests.

(b) (i) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net losses of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(ii) The net losses allocated pursuant to Subsection 7.1 (b)(i) hereof shall not exceed the maximum amount of net losses that can be so allocated without causing any Limited Partner who is not a General Partner to have a Capital Account deficit at the end of any fiscal year. In the event some but not all of the Limited Partners (excluding the General Partner) would have Capital Account deficits as a consequence of an allocation of net losses pursuant to Subsection 7.1 (b)(i), the limitation set forth in this Subsection 7.1 (b)(ii) shall be applied on a Limited Partner by Limited Partner basis so as to allocate the maximum permissible net loss to each Limited Partner who is not a General Partner under Section 1.704-1 (b)(2)(ii)(d) of the Regulations. All losses in excess of the limitation set forth in this Subsection 7.1 (b)(ii) shall be allocated to the General Partner.

(c) In the event the Capital Accounts of the Limited Partners are reduced to zero, then, notwithstanding anything to the contrary in Subsection 7.1(b), an amount of net losses of the Partnership from operations as determined for Federal income tax purposes equal to (i) the Operating Deficit Loans made to the Partnership by the General Partner in that Fiscal Year, and/or (ii) optional loans made to the Partnership by any Partner(s) pursuant to Section 10 hereof in that Fiscal Year shall be allocated first to the General Partner and such Partner(s), in proportion to the principal amount of such loans; but all other Partnership net losses from operations as determined for Federal income tax purposes for that Fiscal Year shall be allocated in accordance with Subsection 7.1(b).

(d) All tax credits of the Partnership which give rise to valid allocations of Partnership loss or deduction will be allocated to the Partners in the same proportion as the loss and deduction giving rise to the credits are allocated to the Partners. Notwithstanding the foregoing, allocations of investment tax credits, if any, will be made in a manner consistent with governing Treasury Regulations.

7.2 Dissolution and Winding Up. All net gains and net losses of the Partnership, as determined for Federal income tax purposes, in connection with a sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, shall be allocated in the following order of priority:

(a) Allocation of Gains. Any net gains shall be allocated as follows:

(i) First, net gains shall be allocated to each Partner with a deficit Capital Account, in the same ratio as the deficit in such Partner's Capital Account bears to the aggregate of all such deficits, until all such deficits are reduced to zero;

(ii) Next, to each Limited Partner, to the extent his Capital Account, after the allocation described in Subsection 7.2(a) (1) above, is less than his Capital Investment (the "Capital Investment Deficit"), in the same proportions as the Capital Investment Deficit in each Limited Partner's Capital Account bears to the aggregate Capital Investment Deficits of all such Limited Partners, until the Capital Investment Deficits of all Limited Partners are reduced to zero;

(iii) Next, to the General Partner, to the extent of its Capital Investment Deficit; and

(iv) The balance, if any, to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(b) Allocation of Losses. Any net losses shall be allocated as follows:

(i) To the extent that the balance in the Capital Account of the Partners exceeds the amount of their Capital Investment (the "Excess Balances") in proportion to such Excess Balances until such Excess Balances are reduced to zero;

(ii) Next, to the Partners pro rata in accordance with the positive balances in their Capital Accounts until the balances in their Capital Accounts shall be reduced to zero; and

(iii) The balance of such net losses, if any, to the General Partner.

7.3 Qualified Income Offset. In the event any Limited Partner (excluding the General Partner) unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1 (b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5), or 1.704-1 (b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Capital Account deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Subsection 7.3 shall be made if and only to the extent that such Limited Partner would have a Capital Account deficit after all other allocations provided for in this Section 7 have been tentatively made without regard to this Subsection 7.3.

7.4 Minimum Gain.

(a) Notwithstanding any other provision of this Section 7, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each General Partner and Limited Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2) that is allocable to the disposition of Partnership Property subject to Nonrecourse Liabilities, determined in accordance with Treasury Regulations Section 1.704-2(d) or (ii) if such person would otherwise have a Capital Account

deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1 .704-2(b)(2) of the Treasury Regulations. This Section 7.4(a) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. To the extent permitted by such section of the Treasury Regulations and for purposes of this Section 7.4(a) only, each Partner's Capital Account deficit shall be determined prior to any other allocations pursuant to this Section 7 with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

(b) Partner Minimum Gain Chargeback. Notwithstanding any other provisions of this Section 7 except Section 7.4(a), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each person who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1 .704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section l.704-2(i)(5), that is allocable to the disposition of Partnership Property subject to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(2), or (ii) if such person would otherwise have Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 7.4(b) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 7.4(b), each Partner's Capital Account deficit shall be determined prior to any allocations pursuant to this Section 7 with respect to such fiscal year, other than allocations pursuant to Section 7.4(a) hereof.

7.5 Allocation of Certain Nondeductible Expenses. Syndication expenses and costs and any other items which are paid by the Partnership and which are nondeductible and nonamortizable for Federal income tax purposes, shall be allocated in the manner provided in Subsection 7.1.

7.6 Minimum Allocation to General Partner. Notwithstanding any other provision of this Agreement, not less than one percent (1%) of the net income, net losses and credits from operations, and net gains and net losses from the dissolution and winding up of the Partnership shall, in all events, be allocated to the General Partner for each Fiscal Year, or part thereof, of the Partnership pursuant to this Section 7.

7.7 Recharacterization of Fees and Guaranteed Payments. Notwithstanding anything to the contrary in Subsections 7.1 and 7.2, in the event any fees, interest or other amounts paid or

payable to the General Partner or its Affiliates are deducted by the Partnership for United States Federal income tax purposes in reliance on Code Sections 707(a) or 707(c) (or would so be if such payee were a Partner) and such fees, interest or other amounts are disallowed as deductions to the Partnership and are recharacterized as Partnership distributions, then there shall be allocated to the General Partner, prior to the allocations otherwise provided in this Section 7, an amount of net profit from operations (and to the extent such profits from operations are not sufficient, net gains described in Subsection 7.2 hereof) for the Fiscal Year in which such fees, interest or other amounts are treated as Partnership distributions in an amount equal to such fees, interest or other amounts treated as distributions.

7.8 Gross Income Allocation. In the event any Limited Partner (excluding the General Partner) has a deficit Capital Account at the end of any Partnership fiscal year that is in excess of the sum of (i) the amount such Limited Partner is obligated to restore and (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection 7.8 shall be made if and only to the extent that such Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Subsection 7 have been tentatively made without regard to Subsection 7.3 and this Subsection 7.8.

7.9 Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Limited Partners in proportion to their Votes.

7.10 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

7.11 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

7.12 Curative Allocations.

(a) The “Regulatory Allocations” consist of the “Basic Regulatory Allocations,” as defined in Subsection 7.12(b) hereof; the “Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(c) hereof; and the “Partner Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(d).

(b) The “Basic Regulatory Allocations” consist of (1) allocations pursuant to the last sentence of Subsection 7.1(b) (ii) hereof, and (ii) allocations pursuant to Subsections 7.3, 7.8 and 7.11 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Subsection 7.12(b) shall only be made with respect to allocations pursuant to Subsection 7.11 hereof to the extent the General Partner reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

(c) The “Nonrecourse Regulatory Allocations” consist of all allocations pursuant to Subsections 7.4(a) and 7.9 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount or such allocations of other items and the Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (1) no allocations pursuant to this Subsection 7.12(c) shall be made prior to the Partnership fiscal year during which there is a net decrease in Partnership Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partnership Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(c) shall be deferred with respect to allocations pursuant to Subsection 7.9 hereof to the extent the General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(a) hereof

(d) The “Partner Nonrecourse Regulatory Allocations” consist of all allocations pursuant to Subsections 7.4(b) and 7.10 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Partner Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Partner Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Partner Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Subsection 7.12(d) shall be made with respect to allocations pursuant to Subsection 7.10 relating to a particular Partner Nonrecourse Debt prior to the Partnership fiscal year during which there is a net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partner Minimum Gain, and (ii) allocations pursuant

to this Subsection 7.12(d) shall be deferred to with respect to allocations pursuant to Subsection 7.10 hereof relating to a particular Partner Nonrecourse Debt to the extent this General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(b) hereof.

(e) The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (i) apply the provisions of Subsections 7.12(b), 7.12(c) and 7.12(d) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Subsections 7.12(b), 7.12(c) and 7.12(d) hereof among the General Partner and the Limited Partners in a manner that is likely to minimize such economic distortions.

7.13 Other Allocation Rules.

(a) The Partners are aware of the income tax consequences of the allocations made by this Section 7 and hereby agree to be bound by the provisions of this Section 7 in reporting their shares of Partnership income and loss for income tax purposes.

(b) To the extent permitted by Sections 1.704-2(h) and l.704-(i)(6) of the Treasury Regulations, the General Partner shall endeavor to treat distributions of Cash Flow from operations or proceeds available upon dissolution as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase a Capital Account deficit for any Limited Partner (excluding the General Partner).

SECTION 8

Distributions

8.1 Cash Flow from Operations and Proceeds from Capital Events. After providing for the satisfaction of the current debts and obligations of the Partnership, the General Partner shall , to make distributions of Cash Flow from operations and Proceeds from Capital Events to the Partners, to the extent available, within a reasonable period of time after the end of each Fiscal Year of the Partnership, in the following order of priority:

(a) First, the unpaid principal of, and accrued interest on, Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans;

(b) Next, the unpaid principal of, and accrued interest on, loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans; and

(c) Thereafter, the General Partner shall be permitted, but not required, to make distributions to the Partners on a pro rata basis in accordance with the number of Partnership Interests held by each of them respectively.

8.2 Proceeds Available Upon Dissolution. Upon the sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, the assets of the Partnership, after making payment of or provision for payment of all liabilities and obligations of the Partnership (other than in regard to any loans made pursuant to Subsection 6.9 and Section 10) and after making distributions of Cash Flow from operations in the year of dissolution in accordance with Subsection 8.1, shall be distributed, as expeditiously as possible, in the following order of priority:

(a) First, to fund such reserves as the liquidator of the Partnership, as provided in Subsection 12.5, may reasonably deem necessary for any contingent liabilities or obligations of the Partnership, provided that any such reserves shall be paid by such person to an independent escrow agent, to be held by such agent or his successor for such period as such person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided;

(b) Next, the unpaid principal of and accrued interest on Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payment to be applied toward payment of accrued interest on such loans and next as a payment of the principal on such loans;

(c) Next, the unpaid principal of and interest on loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments being applied first toward payment of accrued interest on such loans and next toward payment of principal on such loans; and

(d) Next, an amount up to the aggregate positive balances of the Capital Accounts of all Partners (as adjusted to reflect the allocation of net gains or net losses under Subsection 7.2) shall be distributed to the Partners in the proportion that each Partner’s positive Capital Account balance bears to the aggregate of such positive balances.

8.3 Distributions in Kind. If any assets of the Partnership shall be distributed in kind, such assets shall be distributed to the Partners entitled thereto as tenants-in-common in the same proportions as such Partners would have been entitled to cash distributions if (i) such assets had been sold for cash by the Partnership for an amount equal to the fair market value of such assets (taking Code Section 770 1(g) into account), (ii) any taxable gain or loss that would be realized by the Partnership from such sale were allocated among the Partners in accordance with

Subsection 7.2, and (iii) the cash proceeds were distributed to the Partners in accordance with Subsection 8.2. The Capital Accounts of the Partners shall be increased by the amount of any gain or decreased by the amount of any loss that would be allocable to them and shall be reduced by the fair market value of the assets distributed to them under the preceding sentence.

8.4 Rights of Partners to Property. Except as otherwise provided in this Agreement, no Partner shall be entitled to demand and receive property other than cash in return for his capital contributions to the Partnership and then only as specifically stated in this Agreement.

8.5 Priorities of Limited Partners. No Limited Partner shall have any priority over any other Limited Partner as to the return of his contributions to the capital of the Partnership or as to compensation by way of income.

SECTION 9

Certain Matters Relating to Management of the Partnership and Partnership Property

9.1 General Partner's Fees. The General Partner shall act in such capacity and oversee the management of the Partnership in accordance with sound management practices. Except as otherwise provided herein, the General Partner shall not receive any compensation for managing and supervising the business affairs of the Partnership.

9.2 Partnership Expenses. Except as otherwise provided herein or in agreements made by the Partnership with third persons, the Partnership shall be responsible for paying all direct costs and expenses of owning and Operating the Hospitals and the business of the Partnership, including, without limitation, debt service, the cost of utilities, supplies, insurance premiums, taxes, advertising expenses, bookkeeping and accounting directly related to the Hospitals, legal expenses, office supplies and all other fees, costs and expenses directly attributable to the ownership, operation, maintenance and repair of the Hospitals and the business of the Partnership. In the event any such costs and expenses are or have been paid by the Partnership, then the General Partner shall be entitled to be reimbursed for the payment of same made by the General Partner on behalf of the Partnership so long as the payment is reasonably necessary for Partnership business and is reasonable in amount.

9.3 Reimbursement of Organizational Expenditures. Notwithstanding any other provision of this Agreement to the contrary, the General Partner and its Affiliates shall be entitled to receive reimbursement of the reasonable organizational expenditures of the Partnership.

SECTION 10

Optional Loans to the Partnership

From time to time any Partner may, with the consent of the General Partner, make optional loans to the Partnership or advance money on its behalf. Such loans or advances shall bear interest at a floating per annum rate equal to the lesser of (a) 13% or (b) the maximum rate, if any, allowed by applicable law. The amount of any such loan or advance, and interest thereon, shall be deemed an obligation of the Partnership to the lending Partner, payable as provided herein. The Operating Deficit Loans provided for by Subsection 6.9 shall not be treated as loans for purposes of this Section 10.

SECTION 11

Transfers of Interest of Partners

11.1 General. Except as provided in this Section 11, the General Partner shall not Transfer any part of its interest in the Partnership, and no Limited Partner shall Transfer any part or all of his Partnership Interest(s), unless otherwise specifically permitted under other provisions of this Agreement, and then only if (i) a counterpart of the instrument of Transfer, executed and acknowledged by the parties thereto, is delivered to the Partnership and (ii) the transferee is either a citizen or resident of the United States. In addition, no Limited Partner shall be entitled to withdraw from the Partnership except as otherwise provided herein. A permitted Transfer shall be effective as of the date specified in the instrument relating thereto.

11.2 Transfers by Limited Partners. The prohibition on Transfers set forth in Subsection 11.1 above shall not be applicable to the following:

(a) The Transfer by a Limited Partner of all or a part of his Partnership Interest(s) to any person with the written consent of the General Partner, which consent may be given or withheld in the General Partner's sole and absolute discretion;

(b) The Transfer by the General Partner of its limited partnership interest, if any, at any time and from time to time, to such person or persons, in such amounts, as the General Partner may, in its sole discretion, determine;

11.3 Mandatory Transfer by Limited Partners.

(a) The Partnership will have the right to redeem the Partnership Interest(s) held by any Limited Partner if, in the sole discretion of the General Partner, there is enacted, or there is a material change in, any statutes or regulations, or the application or interpretation thereof, which may materially adversely impact any Limited Partner, the General Partner, or the organization or operation of the Partnership (any such event hereinafter referred to as a "Redemption Event"). Upon the occurrence of a Redemption Event, the General Partner may cause the redemption of the Partnership Interest(s) of a Limited Partner upon payment of the Purchase Price (as defined below). Any Partnership Interest redeemed by the Partnership under this Section 11.3(a) may be resold by the Partnership through any lawful means and the purchaser thereof admitted to the Partnership as a Limited Partner.

(b) Upon the occurrence of a Redemption Event, the Partnership must notify the Limited Partners in writing of its decision to acquire the Limited Partners' Partnership Interests. Such notice shall state: the intention of the Partnership to redeem the subject Limited Partners' Partnership Interest(s); that the Redemption is pursuant to this subsection; the date on which the closing of the Redemption shall take place (the "Closing Date"); the Purchase Price to be paid for the Partnership Interest(s); and the manner in which the Purchase Price will be paid (as provided below) and any documents which must be executed, delivered, or any other action which the General Partner or the Partnership will require of the Limited Partner in connection with the Redemption.

(c) For purposes of this Subsection, the term "Purchase Price" refers to an amount equal to the positive value of the capital account of the Limited Partner whose Partnership Interest is to be redeemed determined as of the first day of the second month preceding the Closing Date.

(d) On the Closing Date, the Partnership shall deliver the full amount of the Purchase Price to the subject Limited Partner in cash or other immediately available funds, and the subject Limited Partner shall deliver to the Partnership such executed documents of sale, transfer, redemption, withdrawal and assignment as may be deemed reasonably necessary or desirable by the General Partner to reflect the intentions of this subsection.

11.4 Transfers by General Partner. The General Partner may transfer or assign its general partnership interest in the Partnership with the affirmative Votes of a Majority in Interest. Subject to Subsection 6.3(b)(i) hereof, no assignment by the General Partner of its interest as a General Partner shall relieve such Partner of any liability hereunder. The General Partner may not withdraw as the General Partner of the Partnership unless said withdrawal occurs as a result of a permitted Transfer of the General Partner's interest in the Partnership in accordance with the terms of this Agreement.

11.5 Rights of Transferees. No transferee of the Partnership Interest(s) of any Limited Partner shall have the right to become a Substituted Limited Partner, unless:

(a) his transferor has expressed such intention in the instrument of assignment;

(b) the transferee has executed an instrument reasonably satisfactory to the General Partner accepting, adopting and agreeing to be bound as a Limited Partner to all the terms and provisions of this Agreement;

(c) the transferor or transferee has paid all reasonable expenses of the Partnership in connection with the admission of the transferee as a Substituted Limited Partner; and

(d) the General Partner (in his sole, absolute and unfettered discretion) consents to such person becoming a Substituted Limited Partner.

11.6 Section 754 Election. In the event of a Transfer of all or part of the Partnership Interest(s) or interest(s) of a Partner in the Partnership, and at the request of the transferee, the Partnership may elect (in the General Partner's sole and absolute discretion) pursuant to Section 754 of the Code, or the corresponding provision of subsequent law, to adjust the basis of the Partnership's assets as provided by Sections 734 and 743 of the Code.

11.7 Profit/Loss Allocations Upon Transfer. Unless otherwise agreed between the transferor and the transferee and permitted under applicable law, upon the Transfer of all or any part of the Partnership Interest(s) or interest(s) of a Partner as hereinabove provided, the net profits, net losses, net gains and credits attributable to the Partnership Interest(s) or interest(s) so transferred shall be allocated between the transferor and the transferee as of the date set forth in the instrument of transfer, and such allocation shall be based upon the number of days during the applicable Fiscal Year of the Partnership that the Partnership Interest(s) or interest(s) so transferred was held by each of them, without regard to the results of Partnership activities during the period in which each was the holder. Distributions shall be made to the holder of record of the Partnership Interest(s) or interest(s) on the date of distribution.

11.8 Continuing Obligations. Except as otherwise provided to the contrary herein, nothing in this Section 11 shall be construed to relieve any Partner, or his successors, assigns, heirs or legal representatives, from the satisfaction of such Partner's obligations herein, including without limitation, those Limited Partner obligations under Section 5 hereof, and all such obligations shall survive any occurrence which results in such Partner ceasing to be a Partner.

SECTION 12

Dissolution and Winding Up

12.1 Events of Dissolution. The Partnership shall be dissolved and its business wound up upon the earliest to occur of:

(a) the General Partner, with the prior affirmative Votes of a Majority in Interest, determines that the Partnership should be dissolved;

(b) the Partnership becoming insolvent or bankrupt;

(c) the bankruptcy, dissolution or retirement of the last remaining General Partner; or

(d) the sale or other disposition of all or substantially all of the Partnership's assets.

For purposes of this Agreement, a "bankruptcy" of a person or entity shall be deemed to occur when such person or entity files a petition in bankruptcy, or voluntarily takes advantage of any bankruptcy or insolvency law, or is adjudicated a bankrupt, or if a petition or answer is filed proposing the adjudication of such person or entity as a bankrupt and such person or entity either consents to the filing thereof or such petition or answer is not discharged or denied prior to the expiration of sixty (60) days from the date of such filing. The insolvency of a person or entity shall be deemed to occur when the assets of such person or entity are insufficient to pay his or its liabilities as the same become due and payable and he or it shall so admit in writing.

12.2 Continuation of Partnership. Except as provided in Section 11, the General Partner agrees to serve as the general partner of the Partnership until the Partnership is dissolved and wound up. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to any, other than the last remaining, General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement by the remaining General Partner, if any. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to the last remaining General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement if, within ninety (90) days after such event, Limited Partners with not less than two-thirds (2/3rds) of the Votes of all Limited Partners shall elect in writing that the business of the Partnership should be continued and shall designate one or more persons to be substituted as general partner(s). In the event that the Limited Partners elect so to continue the Partnership with a new general partner(s), such new general partner(s) shall succeed to all of the powers, privileges and obligations (but not the rights to allocations and distributions) of the last remaining General Partner, and the interest in the Partnership of any person or entity no longer serving as a general partner shall become a limited partner's interest hereunder in the manner provided in Section 11 (except that for purposes of determining its rights to allocations and distributions under Sections 7 and 8, such interest shall continue to be treated as an interest of a general partner and such interest shall not be diluted or affected in any way, other than proportionately, by the admission of substituted general partner(s)).

12.3 Obligations Survive Dissolution. The dissolution of the Partnership shall not release or relieve any of the parties hereto of their contractual obligations under this Agreement.

12.4 Distributions Upon Dissolution. Upon any dissolution requiring the winding up of the business of the Partnership, all or part of the assets, as determined by the General Partner or such other person as is winding up the business of the Partnership, shall be sold and the proceeds thereof distributed and/or the remaining assets distributed as provided in Subsection 8.2 hereof.

SECTION 13

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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 Florida;

(c) all instruments which may be required to effect the continuation of the Partnership, the admission or substitution of a limited partner, the admission of a general partner, or the dissolution and termination of the Partnership, provided such continuation, admission, substitution or dissolution and termination are in accordance with the terms of this Agreement;

(d) all consents to transfers or assignments of interests in the Partnership or to the withdrawal, redemption or reduction of any Partner's Partnership Interests in accordance with this Agreement; and

(e) all other instruments which the Partnership is required to file with any agency of the Federal government, or of any state or local government, or the filing of which the General Partner deems necessary or desirable to the conduct of the business of the Partnership.

17.2 A Special Power; Manner of Exercise; Survival. The power of attorney hereby granted by each Limited Partner to the General Partner:

(a) is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, incapacity, insolvency, dissolution or termination of the Limited Partner;

(b) may be exercised by the General Partner either by signing separately as attorney-in-fact for each Limited Partner, or, after listing all of the Limited Partners executing any instrument, by a single signature of the General Partner acting as attorney-in-fact for all of them; and

(c) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his Partnership Interest(s) (except that, where the assignee thereof has been approved by the General Partner for admission to the Partnership as a Substituted Limited Partner, this power of attorney given by the assignor shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, swear to and file any instrument necessary to effect such substitution).

17.3 Limitations. No document or amendment executed by the General Partner pursuant to this Section 17 shall, in the absence of the prior consent of all of the Limited Partners, (i) reduce the obligation of the General Partner; (ii) affect the rights or restrictions regarding the assignability of the Partnership Interest(s) or interests; (iii) modify the length of the term of the Partnership; (iv) amend this Section 17; or (v) reduce the rights or interests or enlarge the obligations of the Limited Partners. The General Partner shall promptly notify the Limited Partners of any documents or amendments executed pursuant to this Section 17.

SECTION 18

Notices

Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing, signed by or on behalf of the person giving the notice, and shall be deemed to have been given on the earlier to occur of (i) actual delivery (which includes, without limitation, facsimile delivery, provided such facsimile delivery is promptly followed by written notice of receipt) or (ii) when mailed by certified mail, postage prepaid, return receipt requested, addressed to the person or persons to whom such notice is to be given as follows (or at such other address as shall be stated in a notice similarly given):

(a) if to the Partnership or the General Partner, such notice shall be addressed to the Partnership or the General Partner in care of Universal Health Services, Inc., Universal Corporate Property, 367 South Gulph Road, King of Prussia, PA 19406, Attention: Senior Vice President - Acute Care Operations. A copy of such notice shall be given to Universal Health Services, Inc., Universal Corporate Center, 367 South Gulph Road, King of Prussia, PA 19406, Attention: General Counsel; and

(b) if to the Limited Partners, such notice shall be given to each of the Limited Partners at their respective addresses stated on Exhibit A attached hereto.

SECTION 19

Certain Defined Terms

19.1 General. As used in this Agreement, the following terms have the following respective meanings:

(a) "Act": The Florida Revised Uniform Limited Partnership Act.

(b) "Affiliate": Any subsidiary or commonly owned company related to the General Partner or any of such subsidiary's shareholders or members of the immediate family, if an individual; any person, firm or entity which, directly or indirectly, controls, is controlled by or is under common control with the General Partner, or any member of the General Partner's or any of its member's immediate families; or any person, firm or entity which is associated with the General Partner, or any member of the General Partner's or its members' immediate families in a joint venture, partnership or other form of business association. For purposes of this definition, the term "control" shall mean the ownership often percent (10%) or more of the beneficial interest in the firm or entity referred to, and the term "immediate family" shall mean the spouse, ancestors, lineal descendants, brothers and sisters of the person in question, including those adopted.

(c) "Aggregate Capital Contributions": All contributions made to the capital of the Partnership by the Partners pursuant to Section 5 hereof.

(d) "Capital Account": The account established for each Partner, as defined and adjusted in accordance with Subsection 5.2 hereof.

(e) "Capital Contributions": The amount of money or other properties that the Partners have contributed, have agreed to contribute, or are obligated under the provisions of this Agreement to contribute to the capital of the Partnership from time to time.

(f) "Capital Investment": With respect to each Partner, at any given time, an amount equal to the excess, if any, of (i) the cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the Partner (or, with respect to an additional or Substituted Limited Partner, the amount of cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the transferor Partner as well as the additional or Substituted Limited Partner) to the Partnership pursuant to Subsection 5.1, over (ii) all amounts distributed or distributable to the Partner (or, with respect to an additional or Substituted Limited Partner, the amounts distributed or distributable to the transferor Partner as well as the additional or Substituted Limited Partner) pursuant to Subsection 8.2 (other than in repayment of loans), but in no event less than zero.

(g) "Cash Flow": The excess of cash revenue from Partnership operations over cash disbursements (which disbursements shall include, without limitation, all fees paid pursuant to the terms of the Property Management Agreement), without deduction for depreciation, cost recovery or amortization and reduced by a reasonable allowance for cash reserves for repairs, replacements, contingencies and anticipated obligations (including debt service, capital improvements and replacements), as determined by the General Partner, in its sole discretion. For this purpose, revenue from Partnership operations shall not include: deposits until the same are forfeited by the persons making such deposits, insurance loss proceeds (except for any proceeds of rent interruption insurance), any award or payment made by any governmental authority in connection with the exercise of any right of eminent domain, condemnation or similar right or power.

(h) "Code": The Internal Revenue Code of 1986, as amended to the effective date of this Agreement.

(i) "Fiscal Year": The calendar year.

(j) "General Partner": UHS of Manatee, Inc., a Florida corporation, and its successors.

(1) "Limited Partners": UHS of Eagle Pass, Inc., and any substitute or additional partners. References to "Limited Partner" shall be to any one of the Limited Partners.

(m) "Majority in Interest": As to any matter upon which Limited Partners may vote hereunder, the affirmative vote of more than fifty percent (50%) of the total Votes.

(n) "Nonrecourse Deductions": The meaning set forth in Section 1 .704-2(b)(1) of the Treasury Regulations. The amount of Nonrecourse Deductions for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Treasury Regulations.

(o) "Nonrecourse Liability": The meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(p) "Partner Minimum Gain": An amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section I ..704-2(i)(3) of the Treasury Regulations.

(q) "Partner Nonrecourse Debt": The meaning set forth in Section 1 .704-2(i)(1) of the Treasury Regulations.

(r) "Partner Nonrecourse Deductions": The meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Treasury Regulations.

(s) "Partners": Collectively, the General Partner and the then existing Limited Partners of the Partnership.

(t) "Partnership": Manatee Memorial Hospital, L.P., a Delaware limited partnership.

(v) "Partnership Interest": The total interest (represented as a percentage) in the capital and profits of the Partnership acquired by a Partner. The initial Partnership Interest percentage are set forth in Section 5.1. Partnership Interests will change if additional or substituted partners are admitted as partners tot he partnership. A Partner may own more than one Partnership Interest, or a half Partnership Interest of the Partnership.

(w) "Partnership Minimum Gain": The meaning set forth in Treasury Regulations Section 1.704-2(d).

(x) "Prime Rate": A floating rate equal to the prime rate announced by the Morgan Guaranty Trust Company of New York at its principal office in New York, New York, as in effect from time to time, or by its successor.

(y) "Proceeds from Capital Events": Items excluded from the definition of Cash Flow and the net proceeds of any refinancing of Partnership property or from the sale of a capital item of the Partnership which is sold other than pursuant to the dissolution and liquidation of the Partnership.

(z) "Substituted Limited Partner": A Limited Partner, not listed on Exhibit A, who is subsequently admitted to the Partnership pursuant to the provisions of Section 11 A Substituted Limited Partner shall possess all of the rights and obligations granted to and imposed upon Limited Partners pursuant to this Agreement.

(aa) "Tax Matters Partner": The General Partner.

(ab) "Transfer": The mortgage, pledge, hypothecation, transfer, sale, exchange, assignment or other disposition of any part or all of any Partnership Interest(s) or any interest in the Partnership, whether voluntarily, by operation of law, or otherwise.

(ac) "Treasury Regulations": The regulations adopted by the Secretary of Treasury.

(ad) "Vote": The vote associated with each outstanding Partnership Interest. Each Partnership Interest shall be entitled to one Vote for each 1% Partnership Interest in the Partnership, and fractional Partnership Interest, if any, shall be entitled to a fractional Vote equal to the fraction of a whole Partnership Interest that such fractional Partnership Interest represents.

SECTION 20

Binding Effect

Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

SECTION 21

Amendments

No amendment, modification or waiver of this Agreement, or any part hereof, shall be valid or effective unless (i) in writing; (ii) signed by the General Partner; (iii) approved by the affirmative Votes of a Majority in Interest; and (iv) with respect to any provision of this Agreement which provides for a concurrence of Votes by Partners greater than a Majority in Interest, the affirmative Votes of such greater number of Partners. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other condition or subsequent breach, whether of like or different nature. Notwithstanding the above, this Agreement shall be amended without the prior agreement of the Limited Partners whenever required by law or necessary to effect changes of a ministerial nature which do not adversely affect the rights or increase the obligations of the Limited Partners, including, without limitation, changes in Partners or their addresses, the admission of the Limited Partners and the addition of Substituted Limited Partners.

SECTION 22

Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of Florida.

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 Manatee, Inc.

By: _____
Name: _____
Title: _____

LIMITED PARTNER:
UHS of Plantation, Inc.

By: _____
Name: _____
Title: _____

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:30 AM 01/31/2001
010050239 – 3350749

CERTIFICATE OF LIMITED PARTNERSHIP

OF

MCALLEN HOSPITALS, 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 McAllen Hospitals, 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
South Texas Heart, Inc.	367 South Gulph Road King of Prussia, PA 19406

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of McAllen Hospitals, L.P. as of January 30, 2001.

Celeste A. Stellabott, Assistant Secretary
South Texas Heart, Inc., as General Partner

TOTAL P.02

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:30 PM 02/28/2001
010100984 - 3350749

CERTIFICATE OF MERGER

OF
MCALLEN MEDICAL CENTER, L.P.
INTO
MCALLEN HOSPITALS, L.P.

Pursuant to Title 6, Sec. 17-211 of the Delaware Code, the undersigned surviving limited partnership submits the following Certificate of Merger for filing and certifies that:

1. The name and jurisdiction of formation or organization of each of the domestic limited partnerships and other business entities which are to merge are:

Name	Jurisdiction
McAllen Medical Center, L.P.	Delaware
McAllen Hospitals, L.P.	Delaware

2. An agreement of merger has been approved and executed by each of the domestic limited partnerships and other business entities which are to merge.

3. The name of the surviving limited partnership is:

McAllen Hospitals, L.P.

4. The agreement of merger is on file at a place of business of the surviving limited partnership which is located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406.

5 A copy of the agreement of merger will be furnished by the surviving limited partnership, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 28th day of February, 2001, and is being filed in accordance with Title 6, Sec. 17-211 by an authorized person of the surviving limited partnership in the merger.

By: _____

Steve Filton, Vice President,
South Texas Heart, Inc.,
as General Partner of McAllen
Hospitals, L.P.

FIRST AMENDMENT OF AGREEMENT OF LIMITED PARTNERSHIP

This First Amendment of Agreement of Limited Partnership is made and effective as of February 28, 2001 by and between McAllen Hospitals, L.P., a Delaware limited partnership, McAllen Medical Center, Inc., a Delaware corporation, and McAllen Holdings, Inc., a Delaware corporation.

WHEREAS, an Agreement of Limited Partnership was made and entered into as of December 30, 1996 by and among McAllen Medical Center, Inc., a Texas corporation, as general partner and UHS of Texas, Inc., a Delaware corporation, as limited partner (the "Agreement of Limited Partnership"); and

WHEREAS, the Limited Partnership was named McAllen Medical Center, L.P.; and

WHEREAS, McAllen Hospitals, L.P. (the "Partnership") is the survivor of a merger by and between McAllen Medical Center, L.P., a Delaware limited partnership and McAllen Hospitals, L.P., a Delaware limited partnership; and

WHEREAS, McAllen Medical Center, Inc. (the "General Partner") is the survivor of a merger by and between McAllen Medical Center, Inc., a Texas corporation and South Texas Heart, Inc., a Delaware corporation, now known as McAllen Medical Center, Inc.; and

WHEREAS, McAllen Holdings, Inc. (the "Limited Partner") is the survivor of a merger by and between McAllen Holdings, Inc., a Delaware corporation and South Texas Holdings, Inc., a Delaware corporation, now known as McAllen Holdings, Inc.; and

WHEREAS, the Partners desire to amend certain provisions of the Agreement of Limited Partnership.

NOW THEREFORE, for good and valuable consideration, the Partners hereby agree to amend the Agreement of Limited Partnership as follows:

RECITALS:

The Partners agree to form a limited partnership under the Delaware Revised Uniform Limited Partnership Act for the purpose of owning and operating McAllen Medical Center, an acute care hospital located in McAllen, Texas, McAllen Heart Hospital, a non-acute care facility located in McAllen, Texas, and Edinburg Regional Medical Center, an acute care hospital located in Edinburg, Texas. McAllen Medical Center, McAllen Heart Hospital and Edinburg Regional Medical Center are hereinafter sometimes referred to individually as "Hospital" or collectively as "Hospitals".

IN WITNESS WHEREOF, the Partners have executed this First Amendment of Agreement of Limited Partnership through duly authorized representatives on effective as of the date first written above.

MCALLEN HOSPITALS, L.P.

BY: McAllen Medical Center, Inc.
Its General Partner

Steve Filton, Vice President

BY: McAllen Holdings, Inc.
Its Limited Partner

Steve Filton, Vice President

AGREEMENT OF LIMITED PARTNERSHIP
OF
MCALLEN MEDICAL CENTER, L.P.

AGREEMENT OF LIMITED PARTNERSHIP

OF

MC ALLEN MEDICAL CENTER, L.P.

This AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement"), is made and entered into as of December 30, 1996, by and among McAllen Medical Center, Inc., a Texas corporation, as general partner (the "General Partner"), and UHS of Texas, 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 Mc Allen Medical Center an acute care hospital located in McAllen, Texas and Edinburgh Regional Medical Center and acute care hospital located in Edinburgh, Texas. McAllen Medical Center and Edinburgh Regional Medical Center are hereinafter sometimes referred to individually as "Hospital" or collectively as "Hospitals";

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 McAllen Medical Center, L.P. and all business of the Partnership shall be conducted in such name.

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 Hospitals. 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 and the affirmative Votes of a Majority in Interest.

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 McAllen Medical Center, which is located at 301 W. Expressway 83, McAllen, TX 78503-3045.

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 shall contribute 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. The agreed upon fair market value of the General Partner's initial Capital Contribution shall be $1,161,978.

(ii) The Limited Partner shall contribute certain assets and liabilities as agreed upon by the Partners in exchange for the a Limited Partnership Interest in the Partnership. The Limited Partnership Interest shall consist of a ninety-nine percent (99%) capital interest in the Partnership. The agreed upon fair market value of the Limited Partner's initial Capital Contribution shall be $115,035,871.

(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(a), shall require the consent of a Majority in Interest as provided in Section 6.3(b). 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); provided, however, that in the event a Partner receives the return of any part of such Partner's Capital Contributions in violation of this Agreement or the Act, such Partner shall be liable to the Partnership for a period of six (6) years thereafter for the amount of its capital contribution wrongfully returned.

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 Hospitals, 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.

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 11.4 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 Sections 11 and 13 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

(k) sell all or substantially all of the assets of the Partnership.

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 twelve percent (12%) per annum). The principal and interest of the Operating Deficit Loans shall be repaid only as set forth in Section 8.1.

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) (i) above, is less than his Capital Investment (the "Capital Investment Deficit"), in the same proportions as the Capital Investment Deficit in each Limited Partner's Capital Account bears to the aggregate Capital Investment Deficits of all such Limited Partners, until the Capital Investment Deficits of all Limited Partners are reduced to zero;

(iii) Next, to the General Partner, to the extent of its Capital Investment Deficit; and

(iv) The balance, if any, to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(b) Allocation of Losses. Any net losses shall be allocated as follows:

(i) To the extent that the balance in the Capital Account of the Partners exceeds the amount of their Capital Investment (the "Excess Balances") in proportion to such Excess Balances until such Excess Balances are reduced to zero;

(ii) Next, to the Partners pro rata in accordance with the positive balances in their Capital Accounts until the balances in their Capital Accounts shall be reduced to zero; and

(iii) The balance of such net losses, if any, to the General Partner.

7.3 Qualified Income Offset. In the event any Limited Partner (excluding the General Partner) unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Capital Account deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Subsection 7.3 shall be made if and only to the extent that such Limited Partner would have a Capital Account deficit after all other allocations provided for in this Section 7 have been tentatively made without regard to this Subsection 7.3.

7.4 Minimum Gain.

(a) Notwithstanding any other provision of this Section 7, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each General Partner and Limited Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2) that is allocable to the disposition of Partnership Property subject to Nonrecourse Liabilities, determined in accordance with Treasury Regulations Section 1.704-2(d) or (ii) if such person would otherwise have a Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(b)(2) of the Treasury Regulations. This Section 7.4(a) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. To the extent permitted by such section of the Treasury Regulations and for purposes of this Section 7.4(a) only, each Partner's Capital Account deficit shall be determined prior to any other allocations pursuant to this Section 7 with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

(b) Partner Minimum Gain Chargeback. Notwithstanding any other provisions of this Section 7 except Section 7.4(a), if there is a net decrease in Partner Minimum Gain

attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each person who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section l.704-2(i)(5), that is allocable to the disposition of Partnership Property subject to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(2), or (ii) if such person would otherwise have Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 7.4(b) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 7.4(b), each Partner's Capital Account deficit shall be determined prior to any allocations pursuant to this Section 7 with respect to such fiscal year, other than allocations pursuant to Section 7.4(a) hereof.

7.5 Allocation of Certain Nondeductible Expenses. Syndication expenses and costs and any other items which are paid by the Partnership and which are nondeductible and nonamortizable for Federal income tax purposes, shall be allocated in the manner provided in Subsection 7.1.

7.6 Minimum Allocation to General Partner. Notwithstanding any other provision of this Agreement, not less than one percent (1%) of the net income, net losses and credits from operations, and net gains and net losses from the dissolution and winding up of the Partnership shall, in all events, be allocated to the General Partner for each Fiscal Year, or part thereof, of the Partnership pursuant to this Section 7.

7.7 Recharacterization of Fees and Guaranteed Payments. Notwithstanding anything to the contrary in Subsections 7.1 and 7.2, in the event any fees, interest or other amounts paid or payable to the General Partner or its Affiliates are deducted by the Partnership for United States Federal income tax purposes in reliance on Code Sections 707(a) or 707(c) (or would so be if such payee were a Partner) and such fees, interest or other amounts are disallowed as deductions to the Partnership and are recharacterized as Partnership distributions, then there shall be allocated to the General Partner, prior to the allocations otherwise provided in this Section 7, an amount of net profit from operations (and to the extent such profits from operations are not sufficient, net gains described in Subsection 7.2 hereof) for the Fiscal Year in which such fees, interest or other amounts are treated as Partnership distributions in an amount equal to such fees, interest or other amounts treated as distributions.

7.8 Gross Income Allocation. In the event any Limited Partner (excluding the General Partner) has a deficit Capital Account at the end of any Partnership fiscal year that is in excess of the sum of (i) the amount such Limited Partner is obligated to restore and (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection 7.8 shall be made if and only to the extent that such Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Subsection 7 have been tentatively made without regard to Subsection 7.3 and this Subsection 7.8.

7.9 Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Limited Partners in proportion to their Votes.

7.10 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

7.11 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

7.12 Curative Allocations.

(a) The "Regulatory Allocations" consist of the "Basic Regulatory Allocations," as defined in Subsection 7.12(b) hereof; the "Nonrecourse Regulatory Allocations," as defined in Subsection 7.12(c) hereof; and the "Partner Nonrecourse Regulatory Allocations," as defined in Subsection 7.12(d).

(b) The "Basic Regulatory Allocations" consist of (i) 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 (i) 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 7701(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) Prime Rate, increased by two percentage points (2%) 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 Section 13 and 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;

(c) Subject to Subsection 11.5 hereof, any Transfer of the Partnership Interest(s) of a deceased or incompetent Limited Partner to his heirs, executors, administrators, legal representatives, other successors (for purposes of this Section 11, such persons are sometimes hereinafter referred to as "transferees") or by any of such persons or to accomplish any Transfer described in Subsection 11.2(a) or 11.2(b) hereof; provided, however, that (i) the effectiveness of any of the aforesaid Transfers may be conditioned, in the discretion of the General Partner, upon

receipt by the Partnership of a legal opinion (the cost of which shall be borne by the transferor) satisfactory in form and substance to the General Partner, to the effect that such Transfer will not violate the Securities Act of 1933, as amended, or any other applicable Federal or state securities laws; (ii) no Transfer shall be permitted if, in the reasonable opinion of counsel to the Partnership (which may be secured by the General Partner, in its discretion, at the expense of the Partnership), the Partnership's continued tax status as a partnership for Federal income tax purposes would be jeopardized by such a transfer or if the Transfer would result in the "termination" of the Partnership pursuant to Section 708 of the Code; (iii) no Transfer shall be effective unless a counterpart of the instrument of Transfer, executed and acknowledged by the parties thereto, is delivered to the General Partner; and (iv) no Transfer shall be permitted without the consent of the General Partner.

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) December 31, 2046;

(b) the General Partner, with the prior affirmative Votes of a Majority in Interest, determines that the Partnership should be dissolved;

(c) the Partnership becoming insolvent or bankrupt;

(d) the death, incompetency, insolvency, bankruptcy, dissolution or retirement of the last remaining General Partner; or

(e) 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 Subsection 11.4, 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 Subsection 11.4 (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

Death, Incompetency or Dissolution of a Limited Partner

13.1 Death. Subject to the provisions of Section 11 hereof, in the event of the death or dissolution of a Limited Partner, the executor, administrator, or other legal representative of the deceased or dissolved Limited Partner shall succeed to the rights of such deceased or dissolved Limited Partner to receive allocations and distributions hereunder, and may be admitted into the Partnership as a Substituted Limited Partner in the place and stead of the deceased or dissolved Limited Partner. Any Transfer by such executor, administrator or legal representative of the deceased or dissolved Limited Partner shall be governed by the provisions of Section 11.

13.2 Incompetency. Subject to the provisions of Section 11 hereof, in the event of the incompetency or insanity of a Limited Partner, the legal representative of the insane or incompetent Limited Partner shall succeed to the rights of such Limited Partner to receive allocations and distributions hereunder, and may be admitted into the Partnership as a Substituted Limited Partner in the place and stead of the insane or incompetent Limited Partner. Any Transfer by such legal representative of all or any part of the Partnership Interest(s) of the insane or incompetent Limited Partner shall be governed by the provisions of Section 11.

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 Texas;

(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: Michael Servais. 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": McAllen Medical Center, Inc. a Texas corporation, and its successors.

(l) "Limited Partners": Those persons whose names are set forth in Exhibit A attached to this Agreement, as such Exhibit may be amended from time to time. 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": McAllen Medical Center, L.P.., a Delaware limited partnership.

(v) "Partnership Interest": The total interest in the capital and profits of the Partnership acquired by a Partner. 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 Subsection 11.4. 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, 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:

McAllen Medical Center, Inc.

By: Steve Filton
Name: STEVE FILTON
Title: VICE PRESIDENT

LIMITED PARTNER:

UHS of Texas, Inc.

By: Kirk E Gorman
Name: KIRK E GORMAN
Title: TREASURER

CERTIFICATE OF INCORPORATION

OF

SOUTH TEXAS HEART, INC.

1. The name of the corporation is: South Texas Heart, 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:

NAME	MAILING ADDRESS
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.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 01/31/2001
010050242 – 3350650

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 our act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 30th day of January, 2001.

Celeste A. Stellabott
Sole Incorporator

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:30 PM 02/28/2001
010101047 – 3350650

CERTIFICATE OF MERGER

OF
MCALLEN MEDICAL CENTER, INC.
INTO
SOUTH TEXAS HEART, INC.

Pursuant to Title 8, Sec. 252 of the Delaware Code, the undersigned surviving corporation submits the following Certificate of Merger for filing and certifies that:

1. The name and jurisdiction of formation or organization of each of the domestic corporation and other business entities which are to merge are:

Name	Jurisdiction
McAllen Medical Center, Inc.	Texas
South Texas Heart, Inc.	Delaware

2. The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 252.

3. The name of the surviving business entity is South Texas Heart, Inc.

4. The agreement of merger is on file at a place of business of the surviving business entity which is located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406.

5. A copy of the agreement of merger will be furnished by the surviving business entity, on request and without cost, to any person holding an intrest in any person holding an intrest in any other business or entity which is to merge.

6. The authorized stock and par value of the merging non Delaware corporation is common 100 shares with no par value.

7. The Certificate of Incorporation of South Texas Heart, Inc. shall be the Certificate of Incorporation of the surviving corporation.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 28th day of February, 2001, and is being filed in accordance with Title 8 Sec. 252.

SOUTH TEXAS HEART, INC.

By: _____
Steve Filton, Vice President

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TOTAL P.03

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION OF

SOUTH TEXAS HEART, INC.

South Texas Heart, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of South Texas Heart, Inc. be amended by changing Article First thereof so that, as amended, said Article shall be and read as follows:
>
> The name of the corporation is McAllen Medical Center, Inc.

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said South Texas Heart, Inc. has caused this certificate to be signed by Steve Filton, its Vice President, this 8th day of January, 2002.

STEVE FILTON

By _____
Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:00 PM 01/09/2002
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MCALLEN MEDICAL CENTER, INC., F/K/A

SOUTH TEXAS HEART, 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 first business day of January if not a legal holiday, and if a legal holiday, then on the next secular day following, 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 six (6) nor more than ten (10) 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 three (3) nor more than five (5) 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 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 (5) 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.

FILED
OCT 8 1982 10Am

CERTIFICATE OF INCORPORATION

OF

UHS BUILDING MANAGEMENT, INC.

FIRST: The name of the corporation is UHS Building Management, 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 7th day of October, 1982.

Warren J. Nimetz

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

I, ALAN KAZANOWITZ, a notary public, hereby certify that on the 7th of October, 1982 personally appeared before me Warren J. Nimetz, who being by me first duly sworn, individually declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

ALAN J. KAZANOWITZ
Notary Public, State of New York
No. 31-4713865
Qualified in New York County
Commission Expires March 30, 19[illegible]

Notary Public

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MAY 1 1985

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
UHS BUILDING MANAGEMENT, INC.

UHS Building Management, 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 by Unanimous Written Consent of the Board of Directors of UHS Building Management, Inc. resolutions were duly adopted which set forth a proposed amendment to 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 Article FOURTH of the Corporation's Certificate of Incorporation be amended to read in its entirety as follows:

"The total number of shares of stock which the Corporation has authority to issue is one thousand (1,000) shares of common stock with the par value of one dollar ($1) per share."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, the Sole Stockholder of said Corporation, by written consent, did duly adopt said amendment in accordance with Section 242 of the General Corporation Law of the State of Delaware.

THIRD: That the capital of said Corporation was increased by reason of said amendment.

IN WITNESS WHEREOF, said UHS Building Management, Inc. has caused its corporate seal to be hereunto affixed and this certificate to be signed by Sidney Miller, its Vice President, and Robert M. Dubbs, its Secretary, this 19th day of April, 1985.

ATTEST:

ROBERT M. DUBBS
Secretary

UHS Building Management, Inc.

BY: _____
SIDNEY MILLER
Vice President

FILED

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SECRETARY OF STATE

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION

UHS Building Management, 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 by Unanimous Written Consent of the Board of Directors of UHS Building Management, 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 recommending that it be submitted to the sole stockholder of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "First" so that, as amended, said Article shall be and read as follows: "The name of the corporation is Merion Building Management, Inc."

SECOND: That thereafter, pursuant to resolutions of its Board of Directors, the sole shareholder, by written consent adopted the resolutions in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Sections 228 and 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 Building Management, Inc. has caused this certificate to be signed by Sidney Miller its Vice President, and Robert M. Dubbs, its Secretary, this 13th day of October, 1989.

By: _____
Sidney Miller, Vice President

Attest: _____
Robert M. Dubbs, Secretary

AMDMEMORIA

BY-LAWS

OF

MERION BUILDING MANAGEMENT, 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 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, Merion Building Management, 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.

FILED
In the Office of the
Secretary of State of Texas

JUL 10 1968

Deputy Director, Corp. Division

ARTICLES OF INCORPORATION

OF

MERRIDELL ACHIEVEMENT CENTER, INC.

We, the undersigned, natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of the corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is MERRIDELL ACHIEVEMENT CENTER, INC.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The nature of the business and the objects and purposes to be transacted, promoted, and carried on are to do any or all of the things hereinafter mentioned as fully and to the same extent as natural persons might or could do, and in any part of the world, to wit:

(a) To conduct and carry on the business of operating private schools.

(b) To conduct and carry on the business of acquiring, by purchase or otherwise, improved and unimproved real property, including, but not limited to, real property located within towns, cities, villages, and their suburbs, subdividing and improving the same, constructing dwellings and other structures thereon; renting, leasing, selling, exchanging, conveying, transferring, mortgaging, and financing real property; and to carry on the real estate and construction business in all its phases; provided, however, nothing contained herein shall be deemed to authorize any action in violation of any of the provisions of Part Four,

Texas Miscellaneous Corporation Laws Act, Chapter 205, H. B. No. 138, 57th Legislature, Regular Session, Laws 1961, as now existing or hereafter amended.

(c) To build, erect, construct, improve, alter, remodel, rebuild, buy, sell, lease, mortgage, subject to deed of trust, and otherwise deal in and deal with structures of every kind, nature, and character, including residences, duplexes, apartment houses, apartment hotels, commercial and industrial buildings and plants, and any and all other improvements of every kind, nature, and character.

(d) To purchase or otherwise acquire, hold, maintain, own, work, develop, sell, assign, transfer, lease, exchange, hire, convey, mortgage, pledge, or otherwise dispose of or deal in lands, buildings, tenements, leaseholds, or rights to real property, and to purchase or otherwise acquire and hold, own, maintain, work, develop, sell, assign, transfer, lease, exchange, hire, convey, mortgage, pledge, or otherwise dispose of any personal or mixed property and any franchises, rights, licenses, or privileges; provided, however, nothing contained herein shall be deemed to authorize any action in violation of any of the provisions of Part Four, Texas Miscellaneous Corporation Laws Act, Chapter 205, H. B. No. 138, 57th Legislature, Regular Session, Laws 1961, as now existing or hereafter amended.

(e) To borrow, or lend, money for any of the purposes of the corporation, to make, accept, endorse and issue notes, drafts, bonds, and other negotiable and non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof by mortgage or pledge of all or any part of the corporation's property.

(f) To acquire, by purchase or otherwise, and to establish and conduct the business of oil and gas leasing; and to mine, drill, bore, or otherwise develop and produce all oil and gas

and other minerals, and to contract for the drilling of oil and gas wells, on its own behalf and for other persons and corporations.

(g) To acquire, by purchase or otherwise, lease, let, own, hold, sell, convey, exploit, develop, equip, maintain, operate, and otherwise deal in and with lands containing or believed to contain petroleum, asphaltum, mineral gases, metals, ores, coal, and other minerals and mineral substances.

(h) To acquire, by purchase, lease, or otherwise, and to hold, own, sell, convey, hypothecate, encumber, pledge, and otherwise deal in and deal with, as principal, agent, broker, or otherwise, oil, gas, and mining royalties, royalty contracts, leases, leaseholds, agreements, rights, concessions, and privileges, and to collect, hold, disburse, distribute, invest, and otherwise deal in and handle royalties and royalty interests.

(i) To enter into, make, and perform contracts of every kind for lawful purposes with any person, firm, association, or corporation, town, city, county, body politic, state, territory, government or colony or dependency thereof.

(j) To become a member of a Joint Venture or Joint Ventures, a General Partnership or Partnerships, a Limited Partnership or Partnerships, and to enter into General Partnership Agreements, Limited Partnership Agreements, and Joint Venture Agreements with one or more persons or corporations for the purpose of carrying on any business whatsoever which this corporation may deem proper or convenient in connection with any of the purposes herein set forth, or otherwise, or which may be calculated, directly or indirectly, to promote the interest of this corporation or to enhance the value of its property or business, either within or without the State of Texas.

(k) To purchase, hold, sell, and transfer the shares of its capital stock.

(l) To have one or more offices and to conduct any or all of its operations and business and to promote the objects within or without the State of Texas, without restriction as to place or amount.

(m) In general, to have and exercise all the powers which may be lawfully conferred upon corporations organized under the laws of the State of Texas for the purposes hereinabove mentioned, whether or not the same have been herein enumerated.

(n) To carry on any other business incidental thereto.

(o) To do any or all of the things herein set forth as principal, agent, contractor, or otherwise.

(p) The foregoing clauses shall be construed both as objects and powers and as in furtherance of and not in limitation of the general powers conferred by the State of Texas, and it is expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the corporation, nor shall the corporation be required to exercise all of said powers at any one time.

ARTICLE IV

The aggregate number of shares which the corporation shall have authority to issue is 100,000. These shares shall be divided into two classes, Class "A" and Class "B". Class "A" shares shall have full voting rights. Class "B" shares shall have no voting rights. Both Class "A" and Class "B" shares shall have a par value of $10.00 per share. The 100,000 shares shall be classed as follows:

Class "A"	50,000 shares (voting)
Class "B"	50,000 shares (non-voting)

ARTICLE V

The corporation will not commence business until it has received for the issuance of its shares consideration of the value

of at least $1,000.00, consisting of money, labor done, or property actually received.

ARTICLE VI

The post office address of its initial registered office is Route 1, Round Rock, Texas and the name of its initial registered agent at such address is Wayne L. Lippold.

ARTICLE VII

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders, or until their successors are elected and qualify, are as follows:

Name	Address
Wayne L. Lippold	Burnet Highway, Austin, Texas
Janet Lippold	Burnet Highway, Austin, Texas
Gregor Cruickshank	Burnet Highway, Austin, Texas

ARTICLE VIII

The names and addresses of the incorporators are as follows:

Name	Address
Wayne L. Lippold	Burnet Highway, Austin, Texas
Janet Lippold	Burnet Highway, Austin, Texas
Gregor Cruickshank	Burnet Highway, Austin, Texas

Executed in duplicate, this the 5th day of July, 1968.

Wayne L Lippold

Janet Lippold

Gregor Cruickshank

THE STATE OF TEXAS §
COUNTY OF ~~TRAVIS~~ Williamson §

Before me, the undersigned authority, on this day personally appeared Wayne L Liffick, Janet Liffick, and Hugo Cwiklarek, known to me to be citizens of the State of Texas over the age of twenty-one years, and also known to me to be the natural persons whose names are subscribed to the above and foregoing Articles of Incorporation of Merridell Achievement Center, Inc., who, being by me duly sworn, upon their oaths say that the matters and things stated in said Articles of Incorporation are, within their knowledge, in all things true and correct.

This 5th day of July, 1968.

Gladys Smith
Notary Public, ~~Travis~~ Williamson County, Texas

FILED
In the Office of
Secretary of State of Texas

JUL 29 1975

EXAMINER

STATEMENT OF CANCELLATION

OF SHARES OF

MERIDELL ACHIEVEMENT CENTER, INC.

1. The name of the corporation is Meridell Achievement Center, Inc.

2. The number of redeemable shares cancelled through the redemption of purchase is 100 shares of the common stock of the corporation.

3. The aggregate number of issued shares after giving effect to such cancellation is 370 shares of common stock.

4. The amount expressed in dollars of the stated capital of the corporation after giving effect to such cancellation is $370,000.00.

Wayne L. Lippold
PRESIDENT

Janet Leppold
SECRETARY

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, a notary public, do hereby certify that on this 5th day of June, 1975, personally appeared before me Wayne L. Lippold, President of Meridell Achievement Center, Inc., who being by me first duly sworn, declared that he signed the foregoing document as President of Meridell Achievement Center, Inc. and that the statements therein contained are true.

Helen Bruner
NOTARY PUBLIC IN AND FOR
TRAVIS COUNTY, TEXAS

249003-D 1514-D

FILED
In the Office of the
Secretary of State of Texas

JUN 18 1976

Lona Safgran
Deputy Director, Corporation Division

STATEMENT OF CHANGE OF REGISTERED
OFFICE OR REGISTERED AGENT, OR BOTH,
BY A TEXAS DOMESTIC CORPORATION

1. The name of the corporation is Meridell Achievement Center, Inc.

2. The address, including street and number, of its present registered office as shown in the records of the Secretary of State of the State of Texas prior to filing this statement is Route 1, Round Rock, Texas

3. The address, including street and number, to which its registered office is to be changed is ~~Highway 183 North, P. O. Box 9383, Austin, Texas 78766~~
(Give new address or state "no change")
Between County Road 186 and McNeil Road

4. The name of its present registered agent, as shown in the records of the Secretary of State of the State of Texas, prior to filing this statement is Wayne L. Lippold

5. The name of its new registered agent is Dr. Michael S. Weiner
(Give new name or state "no change")

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

7. Such change was authorized by its board of directors.

Michael S. Weiner
President or Vice President

Sworn to June 15, 1976
(date)

FILMED

D M Spears
Notary Public
Travis County, Texas

Comm. Exp. 10/78

INSTRUCTIONS:

Submit two (2) copies with genuine signatures and notary seals on each. Filing fee for a business (for profit) corporation is $10.00. Filing fee for a non-profit corporation is $5.00.

0 0 0 3 7 3 0 1 6 5 0

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH BY A TEXAS DOMESTIC CORPORATION

FILED
In the Office of the
Secretary of State of Texas

JAN 27 1986

Clerk II-h
Corporations Section

1. The name of the corporation is Meridell Achievement Center, Inc.

2. The address, including street and number, of its present registered office as shown in the records of the Secretary of State of the State of Texas before filing this statement is Route 1, Round Rock, Texas

3. The address, including street and number, to which its registered office is to be changed is 1601 Elm Street, c/o C T Corporation System, Dallas, Texas 75201

(Give new address or state "no change")

4. The name of its present registered agent, as shown in the records of the Secretary of State of the State of Texas, before filing this statement is Wayne Lippold

5. The name of its new registered agent is C T CORPORATION SYSTEM

(Give new name or state "no change")

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

7. Such change was authorized by: (Check One)

_____ A. The Board of Directors

X B. An officer of the corporation so authorized by the Board of Directors.

Robert M. Dillard
An Authorized Officer

(TEXAS - 2231 - 9/11/85)

0 0 0 7 3 6 0

FILED
In the Office of the
Secretary of State of Texas

JUN 23 1986

Clerk III-K
Corporations Section

ASSUMED NAME CERTIFICATE
FOR AN INCORPORATED BUSINESS OR PROFESSION

1. The assumed name under which the business or professional service is or is to be conducted or rendered is Meridell Achievement Center.

2. The name of the incorporated business or profession as stated in its Articles of Incorporation or comparable document is Meridell Achievement Center, Inc., and the charter number or certificate of authority number, if any, is _____.

3. The state, country, or other jurisdiction under the laws of which it was incorporated is Texas, and the address of its registered or similar office in that jurisdiction is 1601 Elm St., Dallas, TX 75201.

4. The period, not to exceed ten years, during which the assumed name will be used is 10 years.

5. The corporation is a (circle one) (business corporation,) ~~nonprofit corporation, professional corporation, professional association, or other form of corporation (specify)~~; ~~or other type of incorporated business, professional, or other association (specify)~~.

6. If the corporation is required to maintain a registered office in Texas, the address of the registered office is 1601 Elm Street, Dallas, TX 75201, and the name of its registered agent at such address is CT Corporation System. The address of the principal office (if not the same as the registered office) is _____.

7. If the corporation is not required to or does not maintain a registered office in Texas, the office address in Texas is _____; and if the corporation is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is _____ and the office address elsewhere is _____.

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "all" or "all except _____"):

ALL

Robert M. Dubbs
Signature of officer, representative or attorney-in-fact of the corporation

ROBERT M. DUBBS, Secretary

Before me on this 16th day of June, 1986, personally appeared Robert M. Dubbs and acknowledged to me that he executed the foregoing certificate for the purposes therein expressed.

Eleanor T. Bicer
Notary Public

(Notary seal)

County

NOTE: A certificate executed and acknowledged by an attorney-in-fact shall include a statement that the attorney-in-fact has been duly authorized in writing by his ... to ... for the ...

ELEANOR T. BICER, Notary Public
Upper Merion Twp., Montgomery Co.
My Commission Expires Oct. 24, 1989

TX

249003

FILED
In the Office of the
Secretary of State of Texas

JUL 13 1990

Corporations Section

To the Secretary of State
of the State of Texas:

C T Corporation System, as the registered agent for the domestic and foreign corporations named on the attached list submits the following statement for the purpose of changing the registered office for such corporations, in the State of Texas:

1. The name of the corporation is See attached list

2. The post office address of its present registered office is c/o C T CORPORATION SYSTEM, 1601 ELM STREET, DALLAS, TEXAS 75201

3. The post office address to which its registered office is to be changed is c/o C T CORPORATION SYSTEM, 350 N. ST. PAUL STREET, DALLAS, TEXAS 75201

4. The name of its present registered agent is C T CORPORATION SYSTEM

5. The name of its successor registered agent is C T CORPORATION SYSTEM

6. The post office address of its registered office and the post office address of the business office of its registered agent, as changed, will be identical.

7. Notice of this change of address has been given in writing to each corporation named on the attached list 10 days prior to the date of filing of this certificate.

Dated July 2, 1990.

C T CORPORATION SYSTEM

By [signature]

Its Vice President

ON DATE: 07/24/90

STATE OF TEXAS
OFFICE OF THE SECRETARY OF STATE
CORPORATIONS SECTION
CT CORP REGISTERED AGENT EXTRACT

PAGE NO: 1 COPRISM6

TYP	NUMBER	NAME	AGENT
00	00237155	RATIO FOODS, INC.	CT CORP SYSTEM
00	00237328	CRESTPOINTE GENERAL AGENCY, INC.	C T CORPORATION
00	00237240	MACLEAN ODDY & ASSOCIATES INC.	C T CORPORATION SYSTEM
00	00238203	MONTGOMERY AND COLLINS, INC. OF TEXAS	C T CORP SYSTEM
00	00238907	MULBERRY LUMBER COMPANY	CT CORP SYSTEM
00	00238491	OZITE CORPORATION	C T CORP. SYSTEM
00	00239726	EL PASO MOTEL ENTERPRISES, INC.	CT CORP SYSTEM
00	00241264	W. PAT CROW FORGINGS, INC.	C T CORPORATION SYSTEM
00	00241748	GREENWAY COMPANY	CT CORP SYSTEM
00	00242011	LAKE KIOWA UTILITIES, INC.	C T CORPORATION SYSTEM
00	00242407	LPC AGENT, INC.	CT CORP SYSTEM
00	00242922	LEE & SON TRUCKING COMPANY, INC.	C T CORPORATION SYSTEM
00	00243742	LIFE UNIFORM COMPANY OF TEXAS	CT CORP SYSTEM
00	00244343	SAVE-WAY BEAUTY AND BARBER SUPPLY, INC.	C T CORPORATION SYSTEM
00	00245458	DALLAS MATERIALS TRANSPORTATION COMPANY	C T CORPORATION SYSTEM
00	00245479	F W S RADIO, INC.	C T CORPORATION SYSTEM
00	00245525	BRIARCLIFF UTILITIES, INC.	C T CORPORATION SYSTEM
00	00244466	SONICS, INC.	C T CORP SYSTEM
00	00245755	BANNER GREETINGS, INC.	CT CORP SYSTEM
00	00246907	THE C-W WHOLESALE, INC.	CT CORP SYSTEM
00	00246969	LAJET, INC.	CT CORP SYSTEM
00	00247057	EARL SCHEIB OF TEXAS, INC.	CT CORP SYSTEM
00	00247784	FASHION BARN OF TEXAS, INC.	CT CORP SYSTEM
00	00247860	BISCAYNE DEVONSHIRE CORPORATION	C T CORP SYS
00	00247939	THE DESANA CORPORATION	C T CORPORATION SYSTEM
00	00248091	CDAM INVESTMENTS, INC.	C T CORPORATION SYSTEM
00	00248847	TACO PLAZA, INC.	C T CORP SYSTEM
00	00249443	MERRIDELL ACHIEVEMENT CENTER, INC.	C T CORPORATION SYSTEM
00	00251157	EDGE AUTOMOTIVE RESEARCH, INC.	C T CORPORATION SYSTEM
00	00251383	ARAMARK CAMPUS DINING SERVICES OF TEXAS, INC.	C T CORPORATION SYSTEM
00	00252257	EAST TEXAS INNS, INC.	C T CORPORATION SYSTEM
00	00252597	AMCO MEDICAL SERVICE, INC.	C T CORP SYSTEM
00	00253395	MERIDIAN OIL GATHERING INC.	C T CORPORATION SYSTEM
00	00253605	SWIFTY SYSTEMS, INC.	C T CORPORATION SYSTEM
00	00253859	BIEDCO CORPORATION	CT CORP SYSTEM
00	00253869	SUN WORLD CORPORATION	C T CORP SYSTEM
00	00254023	WALES TRANSPORTATION, INC.	C T CORPORATION SYSTEM
00	00255295	BROADCASTERS, INC.	CT CORPORATION SYSTEM
00	00255362	DURAFAB DISPOSABLES, INC.	C T CORPORATION SYSTEM
00	00255483	TRM TRANSPORTATION, INC.	C T CORP
00	00255487	REPUBLIC-HENSLEE, INC.	CT CORP SYSTEM
00	00255935	F.D.S. FEDERAL CORPORATION	C T CORPORATION SYSTEM
00	00256339	ELECTRONIC DATA MANAGEMENT CORP.	C T CORP SYSTEM
00	00256470	TARSCO CORPORATION	C T CORPORATION SYSTEM
00	00256589	WESTERN RESORT PROPERTIES, INC.	CT CORP SYSTEM
00	00256933	REF-CHEM CORPORATION	CT CORP SYSTEM
00	00257033	STOCKBRIDGE DEVELOPMENT CORPORATION	C T CORPORATION SYSTEM
00	00257208	UNIVERSAL RESOURCES CORPORATION	C T CORP SYSTEM
00	00257502	TEX-KEN, INC.	CT CORP SYSTEM
00	00257606	LOMAS LAND, INC.	C T CORPORATION SYSTEM
00	00257612	EKATH PUBLISHERS, INC.	C T CORP SYSTEM
00	00257839	WARNER-LAMBERT TECHNOLOGIES, INC.	C T CORPORATION SYSTEM
00	00257955	MELTZLEY-SPEAR OF TEXAS, INC.	C T CORP SYS
00	00258211	ANGELINA NURSING HOME, INC.	C T CORPORATION SYSTEM

f. T Code ■

TEXAS FRANCHISE TAX
PUBLIC INFORMATION REPORT

MUST be filed with your Corporation Franchise Tax Report

Do not write in the space above.

c. Taxpayer identification number ■ 74-1655289

d. [illegible] 02242291431 ■ 2002

Corporation name and address

MERIDELL ACHIEVEMENT CENTER, INC.
367 S. GULPH ROAD, P.O. BOX 61558
KING OF PRUSSIA PA 19406-0958

e. PIR / IND ■ ☐ 1, 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

g. ■ *Item k on Franchise Tax Report form, Page 1* ■

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

"SECTION A" MUST BE COMPLETE AND ACCURATE.
If preprinted information is not correct, please type or print the correct information.

Please sign below!

☒ Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation's principal office
367 SOUTH GULPH ROAD, KING OF PRUSSIA, PA 19406-0958

Principal place of business
LIBERTY HILL, TX

SECTION A. Name, title and mailing address of each officer and director. *Use additional sheets, if necessary.*

NAME	TITLE	DIRECTOR	Social Security No. (Optional)
ALAN B. MILLER	PRESIDENT	☒ YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
367 S. GULPH ROAD, P.O. BOX 61558 KING OF PRUSSIA, PA 19406			
NAME	TITLE	DIRECTOR	Social Security No. (Optional)
ROBERT ZURAD	ASST. TREAS	☐ YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
367 S. GULPH ROAD, P.O. BOX 61558 KING OF PRUSSIA, PA 19406			
NAME	TITLE	DIRECTOR	Social Security No. (Optional)
KIRK GORMAN	TREASURER	☐ YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
367 S. GULPH ROAD, P.O. BOX 61558 KING OF PRUSSIA, PA 19406			
NAME	TITLE	DIRECTOR	Social Security No. (Optional)
DEBBIE OSTEEN	VICE PRES.	☒ YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
367 S. GULPH ROAD, P.O. BOX 61558 KING OF PRUSSIA, PA 19406			
NAME	TITLE	DIRECTOR	Social Security No. (Optional)
		☐ YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)

SECTION B. List each corporation in which this reporting corporation owns an interest of ten percent (10%) or more. Enter the information requested for each corporation. If none, enter "NONE." *Use additional sheets, if necessary.*

Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage Interest
NONE			
Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage Interest

SECTION C. List each corporation that owns an interest of ten percent (10%) or more in this reporting corporation. Enter the information requested for each corporation. If none, enter "NONE." *Use additional sheets, if necessary.*

Name of owning (parent) corporation	State of incorporation	Texas S.O.S. file number	Percentage Interest
UNIVERSAL HEALTH SERVICES, INC.	DE	N/A	100%

Registered agent and registered office currently on file. *(Changes must be filed separately with the Secretary of State.)*

Agent: C T CORPORATION SYSTEM
Office: 350 N. ST PAUL STREET
DALLAS, TX 75201

☐ Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or a related corporation.

sign here	Officer, director, or other authorized person	Title	Date	Daytime phone (Area code and number)
	[signature]	ASST. TREASURER	8/27/02	610-768-3300

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

FILED
In the Office of the
Secretary of State of Texas
JUN 05 2003
Corporations Section

ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE

1. **The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is**
   Meridell Achievement Center, Inc.
2. **The assumed name under which the business or professional service is or is to be conducted or rendered is**
   Comprehensive Neurobehavioral Systems
3. **The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is** Texas **and the address of its registered or similar office in that jurisdiction is**
   12550 Highway West 29, Liberty Hill, TX 78642
4. **The period, not to exceed 10 years, during which the assumed name will be used is**
   10 years
5. **The entity is a (check one):**
   A.
   - ☑ **Business Corporation**
   - ☐ **Non-Profit Corporation**
   - ☐ **Professional Corporation**
   - ☐ **Professional Association**
   - ☐ **Limited Liability Company**
   - ☐ **Limited Partnership**
   - ☐ **Registered Limited Liability Partnership**

   B. If the entity is some other type business, professional or other association that is incorporated, please specify below (e.g., bank, savings and loan association, etc.)
6. **If the entity is required to maintain a registered office in Texas, the address of the registered office is** 350 St. Paul Street, Dallas, TX 75201 **and the name of its registered agent at such address is** CT Corporation System

   The address of the principal office (if not the same as the registered office) is
   12550 Highway West 29, Liberty Hill, TX 78642

7. **If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is** _____

_____

and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is _____

_____

and the office address elsewhere is _____

_____

8. **The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT")**

Dallas, Williamson

_____

_____

9. **The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document.**

By _____

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

NOTE

This form is designed to meet statutory requirements for filing with the secretary of state and is not designed to meet filing requirements on the county level. Filing requirements for assumed name documents to be filed with the county clerk differ. Assumed name documents filed with the county clerk are to be executed and acknowledged by the filing party, which requires that the document be notarized.

Form No. 503
Revised 9/99

STATE OF ~~TEXAS~~ Pennsylvania

COUNTY OF Montgomery

Before me on this 24th day of May 2005, personally appeared Steve Fihon and acknowledged to me that ____ (he/she) executed the foregoing certificate for the purposes therein expressed.

My Commission Expires:

Notary Public, State of ~~Texas~~ Pennsylvania

Notarial Seal
Celeste A. Stellabott, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Feb. 24, 2005
Member, Pennsylvania Association of Notaries

T3022 - 6/04/00 CT System Online

05-102
(Rev. 2-03/21)

3333

b. ■ 03248130392

a. T Code ■

Do not write in the space above

TEXAS FRANCHISE TAX
PUBLIC INFORMATION REPORT

MUST be filed with your Corporation Franchise Tax Report

c. Taxpayer identification number	d. Report year
■ 74-1655289 5	■ 2003

Corporation name and address

MERIDELL ACHIEVEMENT CENTER, INC.
367 S. GULPH ROAD, P.O. BOX 61558
KING OF PRUSSIA PA 19406-0958

e. PIR / IND ■ ☐ 1, 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

f. ■ | ■

Item k on Franchise Tax Report form, Page 1

The following information MUST be provided for the Secretary of State (SOS) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Section A, B, and C, if necessary. The information will be available for public inspection.

If preprinted information is not correct, please type or print the correct information.

Please sign below!

☐ Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation's principal office
367 SOUTH GULPH ROAD, KING OF PRUSSIA, PA 19406-0958

Principal place of business
LIBERTY HILL, TX

SECTION A. Name, title and mailing address of each officer and director.

NAME	TITLE	DIRECTOR	Social Security No. (Optional)
ALAN B. MILLER	PRESIDENT	X YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
367 S. GULPH ROAD, KING OF PRUSSIA, PA 19406-0958			
NAME	TITLE	DIRECTOR	Social Security No. (Optional)
STEVE FILTON	VP/TREAS.	☐ YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
367 S. GULPH ROAD, KING OF PRUSSIA, PA 19406-0958			
NAME	TITLE	DIRECTOR	Social Security No. (Optional)
BRUCE R. GILBERT	SECRETARY	☐ YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
367 S. GULPH ROAD, KING OF PRUSSIA, PA 19406-0958			
NAME	TITLE	DIRECTOR	Social Security No. (Optional)
ROBERT M. ZURAD	ASST. TREAS	☐ YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
367 S. GULPH ROAD, KING OF PRUSSIA, PA 19406-0958			
NAME	TITLE	DIRECTOR	Social Security No. (Optional)
DEBBIE OSTEEN	VP	X YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
367 S. GULPH ROAD, KING OF PRUSSIA, PA 19406-0958			

SECTION B. List each corporation or limited liability company, if any, in which this reporting corporation or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation	State of incorporation	Texas SOS file number	Percentage interest
NONE			
Name of owned (subsidiary) corporation	State of incorporation	Texas SOS file number	Percentage interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company.

Name of owning (parent) corporation	State of incorporation	Texas SOS file number	Percentage interest
UNIVERSAL HEALTH SERVICES, INC.	DE	N/A	100

Registered agent and registered office currently on file. *(See instructions if you need to make changes.)*

Agent: C T CORPORATION SYSTEM
Office: 350 N. ST PAUL STREET
DALLAS, TEXAS 75201

☐ Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

sign here ▶ Officer, director, or other authorized person	Title	Date	Daytime phone (Area code and number)
	ASST. TREASUR.		610-768-3300

STF

05-102 13170
(Rev. 2-03/21)

3333 b.

a. T Code ☐ ■ 13196 Franchise ☐ ■ 16196 Bank

Do not write in the space above 04212190539

TEXAS FRANCHISE TAX
PUBLIC INFORMATION REPORT
MUST be filed to satisfy franchise tax requirements

c. Taxpayer identification number ■ 74-1655289 5
d. Report year ■ 04

Corporation name and address

Meridell Achievement Center, Inc.
367 S. Gulph Road, P.O. Box 61558

King of Prussia PA 19406-0958

e. PIR / IND ■ ☐ 1, 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

g. ■

Item k on Franchise Tax Report form, Page 1 ■

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

If preprinted information is not correct, please type or print the correct information. **Please sign below!**

☐ Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation's principal office
367 South Gulph Road, King of Prussia, PA 19406-0958

Principal place of business
LIBERTY HILL, TX

SECTION A Name, title and mailing address of each officer and director. Use additional sheets, if necessary.

NAME	TITLE	DIRECTOR	Social Security No. (Optional)
Alan B. Miller	President	X YES	
MAILING ADDRESS			Term expiration (mm-dd-yyyy)
367 S. Gulph Road, P.O. Box 61558	King of Prussia PA	19406-0958	
NAME	TITLE	DIRECTOR	Social Security No. (Optional)
Steve Filton	VP/TREASURER	YES	
MAILING ADDRESS			Term expiration (mm-dd-yyyy)
367 S. Gulph Road, P.O. Box 61558	King of Prussia PA	19406-0958	
NAME	TITLE	DIRECTOR	Social Security No. (Optional)
Bruce R. Gilbert	SECRETARY	YES	
MAILING ADDRESS			Term expiration (mm-dd-yyyy)
367 S. Gulph Road, P.O. Box 61558	King of Prussia PA	19406-0958	
NAME	TITLE	DIRECTOR	Social Security No. (Optional)
ROBERT M. ZURAD	ASST. TREASURER	YES	
MAILING ADDRESS			Term expiration (mm-dd-yyyy)
367 S. Gulph Road, P.O. Box 61558	King of Prussia PA	19406-0958	
NAME	TITLE	DIRECTOR	Social Security No. (Optional)
Debra Osteen	VP	X YES	
MAILING ADDRESS			Term expiration (mm-dd-yyyy)
367 S. Gulph Road, P.O. Box 61558	King of Prussia PA	19406-0958	

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation	State of incorporation	Texas SOS file number	Percentage interest
NONE			0.0000
Name of owned (subsidiary) corporation	State of incorporation	Texas SOS file number	Percentage interest
			0.0000

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

Name of owning (parent) corporation	State of incorporation	Texas SOS file number	Percentage interest
Universal Health Services, Inc.	DE	N/A	100.0000

Registered agent and registered office currently on file. (See instructions if you need to make changes.)

Agent: C T CORPORATION SYSTEM
Office 350 N. ST PAUL STREET
DALLAS, TX 75201

☐ Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

sign here ▶ Officer, director, or other authorized person	Title	Date	Daytime phone (Area code and number)
ROBERT M. ZURAD	ASST. TREASURER	7/27/04	610-768-3300

DTTLLC

TX102P01

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05-102 13196
(Rev. 9-04/23)

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Filing Number: 24900300

a. T Code ■

TEXAS FRANCHISE TAX
PUBLIC INFORMATION REPORT

MUST be filed to satisfy franchise tax requirements

Corporation name and address

Meridell Achievement Center, Inc.
367 S. Gulph Road, P.O. Box 61558

King of Prussia PA 19406-0958

c. Taxpayer identification number: 74-1655289

d. Report year: 05

e. PIR / IND ■ 1, 2, 3, 4

Secretary of State file number or, if none, Comptroller uncharted number

g. ■

Item k on Franchise Tax Report, Form 05-142 ■

If the preprinted information is not correct, please type or print the correct information.

The following information MUST be provided for the Secretary of State (SOS) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

[X] Mark an X here if there are currently no changes to the information preprinted in Section A of this report. Then, complete Sections B and C.

Corporation's principal office
367 S. Gulph Road King of Prussia, PA 19406-0958
Principal place of business
Liberty Hill, TX

Please sign below! Officer and director information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers and directors change throughout the year.

SECTION A Name, title, and mailing address of each officer and director.

NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
Alan B. Miller	President	[X] YES	
MAILING ADDRESS			
367 S. Gulph Road, P.O. Box 61558	King of Prussia	PA	19406-0958
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
Steve Filton	VP/Treasurer	[ ] YES	
MAILING ADDRESS			
367 S. Gulph Road, P.O. Box 61558	King of Prussia	PA	19406-0958
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
Bruce R. Gilbert	Secretary	[ ] YES	
MAILING ADDRESS			
367 S. Gulph Road, P.O. Box 61558	King of Prussia	PA	19406-0958
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
Robert M. Zurad	Asst. Treasurer	[ ] YES	
MAILING ADDRESS			
367 S. Gulph Road, P.O. Box 61558	King of Prussia	PA	19406-0958
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
Debra Osteen	VP	[X] YES	
MAILING ADDRESS			
367 S. Gulph Road, P.O. Box 61558	King of Prussia	PA	19406-0958

SECTION B. List each corporation or limited liability company, if any, in which this reporting corporation or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation	State of incorporation	Texas SOS file number	Percentage interest
None			0.0000
Name of owned (subsidiary) corporation	State of incorporation	Texas SOS file number	Percentage interest
			0.0000

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company.

Name of owning (parent) corporation	State of incorporation	Texas SOS file number	Percentage interest
Universal Health Services, Inc.	DE	N/A	100.0000

Registered agent and registered office currently on file. (See instructions if you need to make changes.)

Agent: C T Corporation System
Office: 350 N. St Paul Street Dallas, TX 75201

[ ] Check here if you need forms to change this information. Changes can also be made on-line at http://www.sos.state.tx.us/corp/sosda/index.shtml

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

sign here ▶ Officer, director, or other authorized person	Title	Date	Daytime phone (Area code and number)
	Asst. Treasurer	7/8/15	610-768-3300

DTTTLLC

TX102P01

05-102 (Rev. 1-05/24) 13196

3333 **Filing Number: 24900300**

a. T Code ■

Do not write in the space above

TEXAS FRANCHISE TAX
PUBLIC INFORMATION REPORT

MUST be filed to satisfy franchise tax requirements

Corporation name and address

Meridell Achievement Center, Inc.
367 S. Gulph Road, P.O. Box 61558

King of Prussia PA 19406-0958

c. Taxpayer identification number ■ 74-1655289 5

d. Report year ■ 06

e. PIR / IND ☐ 1 ☐ 4

Secretary of State file number or, if none, Comptroller unchartered number

g. ■

Item k on Franchise Tax Report, Form 05-142 0024900

If the preprinted information is not correct, please type or print the correct information.

The following information MUST be provided for the Secretary of State (SOS) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

[X] Mark an X if there are currently no changes to the information preprinted in Section A of this report. Then, complete Sections B and C.

Corporation's principal office
367 S. Gulph Road King of Prussia, PA 19406-0958
Principal place of business
Liberty Hill, TX

Please sign below! Officer and director information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers and directors change throughout the year.

SECTION A. Name, title, and mailing address of each officer and director.

NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
Alan B. Miller	President	[X] YES	
MAILING ADDRESS			
367 S. Gulph Road, P.O. Box 61558	King of Prussia	PA	19406-0958
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
Steve Filton	VP/Treasurer	[ ] YES	
MAILING ADDRESS			
367 S. Gulph Road, P.O. Box 61558	King of Prussia	PA	19406-0958
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
Bruce R. Gilbert	Secretary	[ ] YES	
MAILING ADDRESS			
367 S. Gulph Road, P.O. Box 61558	King of Prussia	PA	19406-0958
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
Robert M. Zurad	Asst. Treasurer	[ ] YES	
MAILING ADDRESS			
367 S. Gulph Road, P.O. Box 61558	King of Prussia	PA	19406-0958
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
Debra Osteen	VP	[X] YES	
MAILING ADDRESS			
367 S. Gulph Road, P.O. Box 61558	King of Prussia	PA	19406-0958

SECTION B. List each corporation or limited liability company, if any, in which this reporting corporation or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation	State of incorporation	Texas SOS file number	Percentage interest
None			0.0000
Name of owned (subsidiary) corporation	State of incorporation	Texas SOS file number	Percentage interest
			0.0000

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company.

Name of owning (parent) corporation	State of incorporation	Texas SOS file number	Percentage interest
Universal Health Services, Inc.	DE	N/A	100.0000

Registered agent and registered office currently on file. (See instructions if you need to make changes.)

Agent: C T Corporation System

Office: 350 N. St Paul Street Dallas, TX 75201

☐ Check here if you need forms to change this information. Changes can also be made on-line at http://www.sos.state.tx.us/corp/sosda/index.shtml

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

sign here ▶ Officer, director, or other authorized person	Title	Date	Daytime phone (Area code and number)
	Asst. Treasurer	7/7/06	610-768-3300

DTTTLLC

TX102P01

Comptroller of Public Accounts FORM 05 - 102 (11-06/26)

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b.

07214360310 0003

13196 a. TCode

This report MUST be filed to satisfy franchise tax requirements

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

c. Taxpayer identification number: 74-1655289-5

d. Report year: 2007

Corporation name and address

Meridell Achievement Center, Inc.
367 South Gulph Road, PO Box 61558
King of Prussia PA 19406-0958

e. PIR / IND ☐ 1 ☐ 4

Secretary of State file number or, if none, Comptroller unchartered number

f. Item k on Franchise Tax Report, Form 05-142: 0024900

Please mark through any incorrect information, and type or print the correct information.

The following information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

☒ Check this box if there are currently no changes to the information preprinted in Section A of this report. Then, complete Sections B and C.

Please sign below! Officer and director information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers and directors change throughout the year.

Corporation's principal office
367 S. Gulph Road King of Prussia, PA 19406-0958

Principal place of business
Liberty Hill, TX

SECTION A. Name, title, and mailing address of each officer and director.

NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
Alan B. Miller	President	X YES	
MAILING ADDRESS: 367 S. Gulph Rd. PO Box 61558 King of Prussia, PA 19406-0958			
Bruce R. Gilbert	Secretary	☐ YES	
MAILING ADDRESS: 367 S. Gulph Rd. PO Box 61558 King of Prussia, PA 19406-0958			
Steve Filton	V.P.	☐ YES	
MAILING ADDRESS: 367 S. Gulph Rd. PO Box 61558 King of Prussia, PA 19406-0958			
Debra Osteen	V.P.	X YES	
MAILING ADDRESS: 367 S. Gulph Rd. PO Box 61558 King of Prussia, PA 19406-0958			
Robert M. Zurad	ATreasurer	☐ YES	
MAILING ADDRESS: 367 S. Gulph Rd. PO Box 61558 King of Prussia, PA 19406-0958			

SECTION B. List each corporation or limited liability company, if any, in which this reporting corporation or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation or limited liability company	State of inc./organization	Texas SOS file number	Percentage Interest
Name of owned (subsidiary) corporation or limited liability company	State of inc./organization	Texas SOS file number	Percentage Interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company.

Name of owning (parent) corporation or limited liability company	State of inc./organization	Texas SOS file number	Percentage Interest
Universal Health Services, Inc	DE	N/A	100.00

Registered agent and registered office currently on file. *(See instructions if you need to make changes.)*

Agent: CT Corporation System
Office: 350 N. St Paul Street
Dallas, TX 75201

☐ Check this box if you need forms to change the registered agent or registered office information.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this, or a related, corporation or limited liability company.

sign here ▶ Officer, director, or other authorized person	Title	Date	Daytime phone (Area code and number)
	Asst. Treasurer	7/20/07	610-768-3300

61S212 2.000 C THO

00001981159

Filing Number: 24900300

05-102
(1-08/28)
Tcode 13196

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

(To be filed by Corporations and Limited Liability Companies (LLCS))

This report MUST be filed to satisfy franchise tax requirements

■ Taxpayer number: 1 7 4 1 6 5 5 2 8 9 5

■ Report year: 2 0 0 8

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at: (512) 463-4600, or (800) 252-1381, toll free nationwide.

Taxpayer name: MERIDELL ACHIEVEMENT CENTER, INC.

Mailing address: 367 SOUTH GULPH ROAD, P.O. BOX 61558

Secretary of State file number or Comptroller file number: 0 0 2 4 9 0

City: KING OF PRUSSIA | State: PA | ZIP Code: 19406 | Plus 4: 0958

○ Blacken circle if there are currently no changes or additions to the information displayed in Section A of this report. Then complete Sections B and C.

Entity's principal office: 367 SOUTH GULPH ROAD KING OF PRUSSIA, PA 19406

Principal place of business:

Please sign below! Officer, director and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.

1741655289508

SECTION A. Name, title and mailing address of each officer, director or member.

Name	Title	Director	Term expiration (m m d d y y)	Mailing Address	City	State	ZIP Code
ALAN B. MILLER	PRESIDENT	● YES		367 SOUTH GULPH ROAD	KING OF PRUSSIA	PA	19406
STEVE FULTON	VICE PRESIDENT	● YES		367 SOUTH GULPH ROAD	KING OF PRUSSIA	PA	19406
ROBERT M. ZURAD	ASSISTANT TREASURER	○ YES		367 SOUTH GULPH ROAD	KING OF PRUSSIA	PA	19406

SECTION B. Enter the information required for each corporation or LLC, if any, in which this reporting entity owns an interest of ten percent (10%) or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership

SECTION C. Enter the information required for each corporation or LLC, if any, that owns an interest of ten percent (10%) or more in this reporting entity

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership
UNIVERSAL HEALTH SERVICES, INC.	DELAWARE		100

Registered agent and registered office currently on file. *(See instructions if you need to make changes)* ○ Blacken circle if you need forms to change the registered agent or registered office information.

Agent: CT CORPORATION SYSTEM

Office: 350 N. ST PAUL STREET | City: DALLAS | State: TX | ZIP Code: 75201

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.

sign here | Title: Asst. Treasurer | Date: 8/15/08 | Area code and phone number: (610) 768-3300

Texas Comptroller Official Use Only

VE/DE ○ | PIR IND ○

1246

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 408)

Filed in the Office of the
Secretary of State of Texas
Filing #: 24900300 04/19/2010
Document #: 304538400194
Image Generated Electronically

STATEMENT OF CHANGE OF ADDRESS OF REGISTERED AGENT

1. The name of the entity represented is
   MERRIDELL ACHIEVEMENT CENTER, INC.

   The entity's filing number is 24900300

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

   350 N. St. Paul St., Dallas, TX 75201

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

   350 N. St. Paul St., Ste. 2900, Dallas, TX 75201-4234

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 04/19/2010

CT Corporation System

Name of Registered Agent

Kenneth Uva, Vice President

Signature of Registered Agent

FILING OFFICE COPY

Form 503
(Revised 09/09)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: $25

Assumed Name Certificate

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
AUG 05 2010
Corporations Section

Assumed Name

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: Meridell Achievement Center

Entity Information

2. The legal name of the entity filing the assumed name is:

Meridell Achievement Center, Inc.

State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

- ☒ For-profit Corporation
- ☐ Nonprofit Corporation
- ☐ Professional Corporation
- ☐ Professional Association
- ☐ Limited Liability Company
- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Cooperative Association
- ☐ Other _____

Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.

4. The file number, if any, issued to the entity by the secretary of state is: 0024900300

5. The state, country, or other jurisdiction of formation of the entity is: Texas

6. The registered office or similar office address of the entity in its jurisdiction of formation is:

c/o CT Corporation System 350 North St. Paul Street, Suite 2900			
Street Address			
Dallas	TX	USA	75201
City	*State*	*Country*	*Zip or Postal Code*

7. The entity's principal office address in Texas is: (See instructions.)

12550 West Highway 29	Liberty Hill	TX	78642
Street Address	*City*		*Zip or Postal Code*

8. The entity is not organized under the laws of Texas and is not required by law to maintain a registered agent and registered office in Texas. Its office address outside the state is:

Street Address	*City*	*State*	*Zip or Postal Code*

RECEIVED
AUG 05 2010
Secretary of State

Period of Duration

☒ 9a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

☐ 9b. The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).

OR

☐ 9c. The assumed name will be used until _____ (not to exceed 10 years).
mm/dd/yyyy

County or Counties in which Assumed Name Used

10. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

☐ All counties

☐ All counties with the exception of the following counties: _____

☒ Only the following counties: Dallas and Williamson Counties

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: 8/4/10

George H. Brunner JR, Secretary

Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)

Form 503
(Revised 09/09)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: $25

Assumed Name Certificate

This space reserved for use by the Office of the Secretary of State of Texas

FILED
AUG 20 2010
Corporations Section

Assumed Name

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: UHS Neurobehavioral Systems

Entity Information

2. The legal name of the entity filing the assumed name is:

Merrideli Achievement Center, Inc.

State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

- ☒ For-profit Corporation
- ☐ Nonprofit Corporation
- ☐ Professional Corporation
- ☐ Professional Association
- ☐ Limited Liability Company
- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Cooperative Association
- ☐ Other

Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.

4. The file number, if any, issued to the entity by the secretary of state is: 0024900300

5. The state, country, or other jurisdiction of formation of the entity is: Texas

6. The registered office or similar office address of the entity in its jurisdiction of formation is:

c/o CT Corporation System 350 North St. Paul Street, Suite 2900
Street Address

Dallas	TX	UHS	75201
City	*State*	*Country*	*Zip or Postal Code*

7. The entity's principal office address in Texas is: (See instructions.)

12550 West Highway 29	Liberty Hill	TX	78642
Street Address	*City*		*Zip or Postal Code*

8. The entity is not organized under the laws of Texas and is not required by law to maintain a registered agent and registered office in Texas. Its office address outside the state is:

Street Address	*City*	*State*	*Zip or Postal Code*

Period of Duration

☒ 9a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

☐ 9b. The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).

OR

☐ 9c. The assumed name will be used until _____ (not to exceed 10 years).
mm/dd/yyyy

County or Counties in which Assumed Name Used

10. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

☐ All counties

☐ All counties with the exception of the following counties: _____

☐ Only the following counties: Dallas and Williamson Counties

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: 8/20/2010

George H. Brunner, Jr., Secretary

Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)

Commonwealth of Pennsylvania

County of Montgomery

Sworn to and subscribed before me this 20th day of August, 2010.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Caitlin M. Vernot, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Nov. 3, 2012
Member, Pennsylvania Association of Notaries

Exhibit 3.167

AMENDED AND RESTATED

B Y L A W S

OF

MERRIDELL ACHIEVEMENT CENTER, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Merridell Achievement Center, 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 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

C&S 101 (Rev. 4-81) (Please do not write in spaces below — for Department use)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

EFFECTIVE DATE	FILED	Date Received
If different than date of filing:	JUL 29 1982	JUL 21 1982
	Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau	
Corporation Number	229-617	

ARTICLES OF INCORPORATION

Domestic Profit Corporation

(SEE INSTRUCTIONS ON REVERSE SIDE)

These Articles of Incorporation are signed by the incorporator(s) for the purpose of forming a profit corporation pursuant to the provisions of Act 284, Public Acts of 1972, as amended, as follows:

ARTICLE I (See Part 2 of instructions on Page 4.)

The name of the corporation is Michigan Psychiatric Services, Inc.

(See Part 3 of instructions on Page 4.)

ARTICLE II (If space below is insufficient, continue on Page 3.)

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan. The corporation will invest in and provide management, consultation and other services to psychiatric hospitals and other psychiatric institutions.

ARTICLE III

The total authorized capital stock is:

1. Common Shares 50,000 Par Value Per Share $ 1.00
   Preferred Shares _____ Par Value Per Share $ _____

and/or shares without par value as follows (See Part 4 of instructions on Page 4.)

2. Common Shares _____ Stated Value Per Share $ _____
   Preferred Shares _____ Stated Value Per Share $ _____

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows: (If space below is insufficient, continue on Page 3.)

C&S 101 (Rev. 4-81)

SEAL APPEARS ONLY ON ORIGINAL

ARTICLE IV

1. The address of the initial registered office is: (See Part 5 of instructions on Page 4.)

4300 City National Bank Building — Detroit — Michigan — 48226
NO. AND STREET — CITY — ZIP

2. Mailing address of the initial registered office. (Need not be completed unless different than above.) (See Part 5 of instructions on Page 4.)

P.O. BOX — CITY — Michigan — ZIP

3. The name of the initial resident agent at the registered office is: Grady Avant, Jr.

ARTICLE V (See Part 6 of instructions on Page 4.)

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Resident or Business Address
Grady Avant, Jr.	4300 City National Bank Building Detroit, Michigan 48226

ARTICLE VI (Delete in its entirety if not applicable.)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII OPTIONAL (Delete in its entirety if not applicable.)

Any action required or permitted by this act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

GOLD SEAL APPEARS ONLY ON ORIGINAL

(Use space below for continuation of previous Articles and/or for additional Articles.)

Please indicate which article you are responding to and/or insert any desired additional provisions authorized by the act by adding additional articles here.

VIII. Each of the holders of the common stock of this corporation shall have the preemptive right to subscribe for and purchase his proportional part of any stock now or hereafter authorized to be issued, or shares held in the treasury of this corporation or securities convertible into stock, whether issued for cash or other consideration or by way of dividend or otherwise.

I ~~(We)~~, the incorporator(s) sign my ~~(our)~~ name(s) this 20th day of July 19 82.

Grady Avants

(INSTRUCTIONS ON PAGE 4)

GOLD SEAL APPEARS ONLY ON ORIGINAL

CAS 140 (Rev. 1981) (Please do not write in spaces below — for Department use.)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

FILED

NOV 17 1983
at 2:24 P.M., E.S.T.
Administrator
MICHIGAN DEPT. OF COMMERCE
Corporation & Securities Bureau

Date Received

NOV 21983

(See Instructions on Reverse Side)
Domestic Corporation into Domestic Corporation

NOTE: This form is prepared for use upon the merger of two domestic corporations. (If more than two corporations are involved, change this form accordingly.)

CERTIFICATE OF MERGER

OF

HSA Michigan Inc.
(a Michigan corporation)

INSERT CORPORATION IDENTIFICATION NUMBER 098-083

INTO

Michigan Psychiatric Services, Inc.
(a Michigan corporation)

INSERT CORPORATION IDENTIFICATION NUMBER 229-617

Pursuant to the provisions of Sections 701 to 707, Act 284, Public Acts of 1972, as amended, the undersigned corporations execute the following certificate of merger:

ARTICLE ONE.

The PLAN OF MERGER is as follows:

FIRST: (a) The name of each constituent corporation is as follows:

HSA Michigan Inc.

Michigan Psychiatric Services, Inc.

(b) The name of the surviving corporation is Michigan Psychiatric Services, Inc.

SECOND: As to each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof are as follows:

Name of corporation	Designation and number of shares in each class or series outstanding	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
Michigan Psychiatric Services, Inc.	1,000 common	common	
HSA Michigan Inc.	1,000 common	common	

(If number of shares is subject to change prior to effective date, state manner in which such change may occur.)

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ARTICLE ONE.
(cont.)

THIRD: The terms and conditions of the proposed merger, including the manner and basis of converting the shares of each constituent corporation into shares, bonds or other securities of the surviving corporation, or into cash or other consideration are as follows:

HSA Michigan Inc. will be merged into Michigan Psychiatric Services, Inc. As a result of this merger, there will be no change in the stock of Michigan Psychiatric Services, Inc., and the stock of HSA Michigan Inc. will be cancelled.

FOURTH: (A statement of any amendment to the articles of incorporation of the surviving corporation to be effected by the merger.)

None.

FIFTH: (A statement of other provisions with respect to the merger.)

None.

Filed

GOLD SEAL APPEARS ONLY ON ORIGINAL

ARTICLE TWO.

(Use Alternative A, and delete Alternative B, if Plan of Merger was approved by the shareholders of each constituent corporation.)

(Use Alternative B, and delete Alternative A, if pursuant to Section 704 the merger was authorized without requiring approval of the shareholders of the surviving corporation.)

Alternative A.

The plan of merger was adopted by the board of directors of each constituent corporation and approved by the shareholders of said corporations in accordance with Sections 701 to 704.

~~Alternative B.~~

~~The plan of merger was adopted by the board of directors of~~

~~_____~~
~~(name of merged corporation)~~

~~and approved by the shareholders of said corporation in accordance with Sections 701 to 704.~~

~~The plan of merger was approved by the board of directors of~~

~~_____~~
~~(name of surviving corporation)~~

~~without approval of the shareholders of the said surviving corporation in accordance with the provisions of Section 704.~~

ARTICLE THREE.

(Use this Article Three only if the plan of merger was approved by the shareholders of one or more of the constituent corporations without a meeting, pursuant to Section 407.)

The plan of merger was adopted by the boards of directors of

Michigan Psychiatric Services, Inc. and HSA Michigan Inc.
(name of corporation)

and by written notice to and written consent of the shareholders of said corporation in accordance with Section 407.

ARTICLE FOUR.

~~(Use the following Article Four only if an effective date, not later than 90 days after date of filing is desired. A retroactive effective date is not permitted by statute.)~~

~~The merger shall be effective on the _____ day of _____, 19____.~~

Signed this 1st day of November, 19 83.

Michigan Psychiatric Services, Inc.
(Name of surviving Corporation)

BY Garry E Craig
(Signature of Chairperson or Vice-Chairperson or the President or Vice-President)

Garry E. Craig, President
(Type or Print name and title)

HSA Michigan Inc.
(Name of Merged Corporation)

BY Cheryl Bailey Estes
(Signature of Chairperson or Vice-Chairperson or the President or Vice-President)

Cheryl Bailey Estes, President
(Type or print name and title)

GOLD SEAL APPEARS ONLY ON ORIGINAL

AMENDED AND RESTATED
BY - LAWS
OF
MICHIGAN PSYCHIATRIC SERVICES, INC.

ARTICLE I

OFFICES

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

Section 2. The corporation may also have offices at such other places both within and without the State of Michigan. As the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place either within or without the State of Michigan as may be fixed from time to time by the 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 Michigan 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 Michigan, 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 Michigan.

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 Michigan.

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, Michigan." 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 Michigan, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served with another corporation, partnership, joint venture or other enterprise at the request of the corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the corporation.

ARTICLE IX

AMENDMENTS

Section 1. These by-laws may be altered, amended, or repealed or new by-laws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

Exhibit 3.170

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

CERTIFICATE OF LIMITED PARTNERSHIP

1. The name of the limited partnership is Neuro Institute of Austin, LP.

2. The street address of its proposed registered office in Texas is (a P.O. Box is not sufficient)
906 Congress Avenue Austin, TX 78701

   and the name of its proposed registered agent in Texas at such address is

   National Registered Agents, Inc.

3. The address of the principal office in the United States where records of the partnership are to be kept or made available is 310 25th Avenue North, Suite 209, Nashville, Tennessee 37203

4. The name, the mailing address, and the street address of the business or residence of each general partner is as follows:

NAME	MAILING ADDRESS (Include city, state, zip code)	STREET ADDRESS (Include city, state, zip code)
PSI Hospitals, Inc.	310 25th Ave N, Suite 209 Nashville, TN 37203	Same as Mailing Address

Date Signed: October 12, 2001

PSI HOSPITALS, INC.

By: /s/ Steven T. Davidson

General Partner(s)
Steven T. Davidson, Vice President

CERTIFICATE OF AMENDMENT
TO
THE CERTIFICATE OF LIMITED PARTNERSHIP
OF
NEURO INSTITUTE OF AUSTIN, L.P.

The undersigned, a general partner of NEURO INSTITUTE OF AUSTIN, L.P., a limited partnership, pursuant to Section 2.02 of the Texas Revised Uniform Limited Partnership Act, as amended, hereby certifies that:

1. The name of the limited partnership is Neuro Institute of Austin, LP.

2. The Certificate of Limited Partnership is amended as follows:

The Certificate of Limited Partnership of Neuro Institute of Austin, L.P. is amended by striking Number 4 in its entirety and replacing therefore the following:

4. The name, the mailing address, and the street address of the business or resident of each general partner is as follows:

NAME	MAILING ADDRESS (include city, state, zip code)	STREET ADDRESS (include city, state, zip code)
PSI Texas Hospitals, LLC	310 25th Avenue North Suite 209 Nashville, TN 37203	Same as Mailing Address

Executed on this 30th day of October, 2001.

GENERAL PARTNER

PSI HOSPITALS, INC.

By: /s/ Steven T. Davidson
Steven T. Davidson, Vice President

[ILLEGIBLE]

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

OF

NEURO INSTITUTE OF AUSTIN, L.P.

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

OF

NEURO INSTITUTE OF AUSTIN, L.P.

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement"), is made and entered into as of November 15, 2010, by and among Texas Hospital Holdings, LLC, a Texas limited liability company, as general partner (the "General Partner"), and Texas Hospital Holdings, Inc., a Delaware corporation (the "Limited Partner"). The General Partner and the Limited Partners are hereinafter sometimes referred to individually as a "Partner" and collectively as the "Partners."

R E C I T A L S:

WHEREAS, the Partners formed the Partnership by executing the Agreement of Limited Partnership of the Partnership, dated as of October 15, 2001 (the "Initial Agreement"), and by filing with the Office of the Secretary of State (the "Secretary of State") of the State of Texas (the "State") a Certificate of Limited Partnership on October 15, 2001 (as amended and restated from time to time, the "Certificate"); and

WHEREAS, each of the Partnership and the Partners has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the Partnership on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

SECTION 1

General

1.1 Formation. The parties hereto agree to continue, in accordance with the provisions of this Agreement, the Partnership as a limited partnership under and pursuant to the Act, and the rights and obligations of the Partners shall be as provided in the Act except as otherwise expressly provided herein.

1.2 Organization Certificates. The General Partner shall execute all certificates or documents and make all filings and recordings and perform such acts as shall constitute compliance with all requirements for the formation and maintenance of the existence of the Partnership as a limited partnership under the Act and under the laws of the United States or a state in which it has authority to do business. The General Partner shall take all action that may be necessary or appropriate for the continuation of the Partnership's valid existence as a limited partnership under the Act and under the laws of all such states.

1.3 Name. The name of the Partnership shall be Neuro Institute of Austin, L.P., all business of the Partnership shall be conducted in such name that the General Partner determines to be in the best interest of the Partnership.

1.4 Capitalized Words and Phrases. Capitalized words and phrases used herein shall have the meanings stated in Section 19 hereof, unless defined in a document to which reference is made for such definition or defined in another section of this Agreement.

SECTION 2

Term

The term of the Partnership commenced on the date of the filing of the Certificate in the Secretary of the State of the State and shall continue until dissolved as provided in Section 12. The General Partner shall cause the due filing and recording of any required amendments to and/or restatements of the Certificate as promptly as possible following the execution and delivery of this Agreement.

SECTION 3

Purpose

The sole purpose and business of the Partnership shall be to own and operate the behavioral health care hospital in Texas, including Texas NeuroRehab Center (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 currently located at 367 South Gulph Road King of Prussia, PA 19406.

SECTION 5

Partners; Capital Contributions; Capital Accounts; Allocations Among Partners; Partnership Interests

5.1 Capital Contributions.

(a) Capital Contribution of the Partners. The Partnership shall be owned by the Limited Partner and the General Partner, pro rata as their capital contributions relate to total capital contributed to the Partnership by the Limited Partner and the General Partner. The ownership percentages, as of the date of this Agreement, of the Limited Partner and the General Partner in the Partnership shall be as set forth on Schedule A hereto, as from time to time amended and supplemented by the Partnership (without the need for an amendment to the Agreement).

(b) Additional Capital Contributions of Partners. Except for the Capital Contributions as set forth on Schedule A hereto, no Partner shall be required to make any additional capital contributions unless all Partners consent to make such Additional Contribution.

(c) Additional Limited Partners. The General Partner may, at any time, and from time to time, admit additional Limited Partners, or may accept an additional capital contribution from any Limited Partner, who shall be considered an additional Limited Partner to the extent of such additional capital contribution; provided, that, the admission of Limited Partners and the issuance of Partnership Interests as contemplated by Section 11.3, shall require the consent of a Majority in Interest as provided in Section 6.3(h). The capital contribution of any additional Limited Partners shall be payable on a date such Limited Partner is admitted to the Partnership. As soon as practicable after the admission of any new Limited Partner or the acceptance of any additional capital contribution as herein above provided, the General Partner shall, if required, cause an appropriate amendment to the Certificate to be filed and shall deliver to each Limited Partner an amended Certificate.

5.2 Capital Accounts. Each Partner shall have a capital account ("Capital Account"), which, in addition to the adjustments set forth below, shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1 .704-1(b)(2)(iv) and shall be equal to the amount of cash contributed by such Partner to the Partnership pursuant to Subsection 5.1 and such Capital Account shall be:

(a) increased by:

(i) the fair market value of property contributed by the Partner to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Code Section 752);

(ii) allocations of net income from operations (or items thereof) and the amount of net gains (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including income and gain exempt from tax and income and gain described in Treasury Regulation Section I .704-l(bX2)(iv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-1(b)(4)(i); and

(b) decreased by:

(i) amounts paid or distributed to the Partner pursuant to Sections 8 and 11.3 (other than repayments of any loans made to the Partnership under Subsection 6.9 or Section 10 hereof);

(ii) the fair market value of property distributed to the Partner by the Partnership (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Code Section 752);

(iii) allocations to the Partner of expenditures of the Partnership described in Code Section 705 (a)(2)(B); and

(iv) allocations of Partnership loss and deductions (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including loss and deduction described in Treasury Regulation Section 1.704-1 (b)(2)(iv)(g), but excluding items described in (iii) above and loss or deduction described in Treasury Regulation Sections 1 .704-1(b)(4)(i) or 1 .704-1(b)(4)(iii).

5.3 Determination of Balance in Capital Accounts. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Partner for purposes of Sections 7 or 8, the Capital Account of the Partner shall be determined after giving effect to all adjustments provided for in Subsection 5.2 for the current Fiscal Year in respect of transactions effected prior to the date with respect to which such determination is to be made.

5.4 Withdrawal of Capital. Except as specifically provided in this Agreement, no Partner shall be entitled to withdraw any part of his Capital Account or to receive any distribution from the Partnership, and no Partner shall be entitled or required to make any additional capital contribution to the Partnership.

5.5 Capital Accounts of New Partners. Each Partner, including any additional or Substituted Limited Partner, who shall receive any Partnership Interest(s) in the Partnership or whose Partnership Interest(s) in the Partnership shall be increased by means of a Transfer to him

of all or part of the Partnership Interest(s) of another Partner, shall succeed to the Capital Account of the transferor to the extent the Capital Account of the transferor relates to the transferred Partnership Interest(s).

5.6 Partners' Loans. Loans by any Partner to the Partnership shall not be considered Capital Contributions to the Partnership and shall not increase the Capital Account of the lending Partner.

5.7 Liability of Limited Partners. Except as provided in the Act, a Limited Partner shall not be liable for the obligations of the Partnership. The liability of each Limited Partner shall be limited solely to the amount of his Capital Contribution to the Partnership required by the provisions of this Agreement. Notwithstanding anything to the contrary above, a Limited Partner receiving the return of any portion of his capital contributions without violating this Agreement or the Act shall be liable to the Partnership for a period of one (1) year thereafter for the amount of the returned contribution, but only to the extent necessary to discharge the Partnership's liabilities to creditors who extended credit to the Partnership during the period prior to the date of the return of such Capital Contribution (excluding liabilities of the Partnership represented by debt, the repayment of which is secured solely by Partnership property.

5.8 Transferee Partners. Any Partner acquiring the interest of any other Partner shall, with respect to the interest so acquired, be deemed to be a Partner of the same class as the transferor.

5.9 Interest on Capital Contributions. No interest shall be paid by the Partnership on any capital contributed to the Partnership.

5.10 Allocations Among Partners. Unless otherwise expressly stated to the contrary, whenever amounts are allocated or distributed to the Partners such amounts shall be allocated or distributed among the Partners in the proportion that the Partnership Interest(s) each owns bears to the aggregate number of Partnership Interests of all the Limited Partners at the time of such allocation or distribution.

5.11 Capital Accounts to Conform with Treasury Regulations. In addition to the adjustments set forth in this Section 5, the Capital Accounts of the Partners shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1.704-l(b)(2)(iv). In this regard, at the sole and absolute discretion of the General Partner, the Partnership's assets and, accordingly, the Partner's Capital Accounts, may be adjusted to equal their respective fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Treasury Regulation Section 1.704-l(b)(2)(ii)(g).

SECTION 6

Control and Management

6.1 General. Except as specifically limited herein, the General Partner shall have full, exclusive and complete discretion in the management and control of the Partnership for accomplishing the purposes set forth in Section 3. The General Partner agrees to manage and control the affairs of the Partnership to the best of its ability and to conduct the operations contemplated under this Agreement in a careful and prudent manner and in accordance with good industry practice. Subject to the limitations set forth in this Agreement, the General Partner shall have full power and authority to execute all documents and instruments on behalf of the Partnership and to take all other requisite actions on behalf of the Partnership.

6.2 Powers of General Partner. Subject to any limitations expressly set forth in this Agreement, the General Partner shall perform or cause to be performed, at the Partnership's expense and in its name, all things necessary to own and operate, the Hospitals. Without limiting the generality of the foregoing, the General Partner (subject to the provisions of Subsection 6.3 hereof) is expressly authorized to do the following on behalf of the Partnership:

(a) enter into, amend or revise contracts, leases and other agreements that are necessary for the operations of the Hospital;

(b) borrow money on behalf of the Partnership, on a secured or unsecured basis, or refinance or modify any Partnership indebtedness;

(c) perform any and all acts necessary or appropriate for the ownership and operation of the Hospital, including without limitation, commencing, defending and/or settling litigation regarding the Hospitals or any aspect thereof;

(d) procure and maintain with responsible companies such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner;

(e) take and hold all property of the Partnership, real, personal and mixed, in the Partnership name, or in the name of a nominee of the Partnership;

(f) execute and deliver on behalf of, and in the name of the Partnership, or in the name of a nominee of the Partnership, deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale, financing statements, security agreements, installation contracts, easements, construction contracts, architectural and engineering and any and all other instruments necessary or incidental to pursuing the purpose of the Partnership or the conduct of the Partnership's business and the financing thereof,

(g) bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Partnership;

(h) establish reasonable reserve funds from Cash Flow to provide for future contingencies;

(i) loan funds to the Partnership, directly or through an Affiliate, and charge interest therefor;

(j) coordinate all accounting and clerical functions of the Partnership and employ such accountants, attorneys, managers, agents and other management or service personnel as may from time to time be required to carry on the business of the Partnership;

(k) during those periods in which the General Partner determines such funds are not necessary for the working capital needs of the Partnership, invest its available funds, or any part thereof, in such short-term investment vehicles as the General Partner determines to be in the best interests of the Partnership;

(1) execute, acknowledge and deliver any and all instruments necessary to effectuate the foregoing;

(m) operate any business normal or customary for the owners of property similar to the Hospital; and

(n) employ such staff, professionals and consultants as shall be necessary or appropriate to operate the business of the Partnership.

(o) finance and construct a replacement Hospital facility

(p) sell the assets of the Partnership including, all or substantially all of the assets of the Partnership.

6.3 Limitations on Powers of General Partner. Notwithstanding the generality of the foregoing, the General Partner shall not be empowered, without the Votes of a Majority in Interest of the Limited Partners, to:

(a) do any act in contravention of this Agreement;

(b) confess a judgment against the Partnership;

(c) possess Partnership property or assign any rights in specific Partnership property for other than a Partnership purpose;

(d) except as otherwise provided in Section 11 hereof, admit a person as a general partner into the Partnership;

(e) require any Limited Partner to make a Capital Contribution to the Partnership not provided for in this Agreement; or

(f) except as provided in this Agreement (including, without limitation, the admission of additional Limited Partners as provided herein), increase or decrease the interest of any Partner in the assets, profits, losses or distributions of the Partnership; and

(g) relieve the General Partner of any liability under this Agreement due to the assignment of its interest in the Partnership;

(h) admit additional (including by way of public offering) or Substituted Limited Partners, except as provided in Section 11 hereof;

(i) lend any Partnership funds or property to any person;

(j) change, reorganize, merge or consolidate the Partnership with or into any other legal entity (including a publicly held entity); or

6.4 No Management Powers By Limited Partners. The Limited Partners shall take no part in the control of the Partnership business and shall have no right or authority to act for or bind the Partnership. The exercise of any of the rights and powers of the Limited Partners pursuant to the terms of this Agreement shall not be deemed taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

6.5 General Partner's Liability. The General Partner shall not be liable for the return of any portion of the capital contributions of the Limited Partners. The General Partner shall not be required to contribute any amount to the capital of the Partnership except as provided in Section 5 hereof.

6.6 Limitation on Obligations of General Partner. The General Partner shall devote as much of its time and attention as is reasonably necessary and advisable to manage the affairs of the Partnership to the best advantage of the Partnership. Except as otherwise specifically set forth below, the General Partner shall not be liable to the Limited Partners because any governmental authority disallows or adjusts any deductions or credits in the Partnership's income tax returns.

6.7 Indemnification of General Partner. The General Partner shall not be liable to the Partnership or any of its Partners for any losses, claims, damages or liabilities to which the Partnership or the Limited Partners may become subject insofar as any such losses, claims, damages or liabilities arise out of or are based upon any act, error or omission or alleged act, error or omission or negligence or any other matter, except for any such losses, claims, damages or liabilities resulting from the willful misconduct or gross negligence of the General Partner. The General Partner shall be indemnified by the Partnership for any act performed by it within the scope of the authority conferred upon it by this Agreement; provided, however, that such indemnification shall be payable by the Partnership only if the General Partner (a) acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Partnership and the Partners, and (b) had no reasonable grounds to believe that its conduct was

grossly negligent or unlawful. No indemnification may be made by the Partnership in respect of any claim, issue or matter as to which the General Partner shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of its duty to the Partnership unless, and only to the extent that, the court in which such action or suit was brought determines that in view of all the circumstances of the case, despite the adjudication of liability for gross negligence or willful misconduct, the General Partner is fairly and reasonably entitled to indemnification for those expenses which the court deems proper. Any indemnity under this Section 6.7 shall be paid from, and only to the extent of, Partnership assets, and no Limited Partner shall have any personal liability on account thereof.

6.8 Dealings with General Partner and Affiliates. The Partnership is authorized to enter into business agreements, contracts and other transactions with the General Partner or any Affiliate of the General Partner and is authorized to pay fees, commissions or other consideration to the General Partner or any Affiliate of the General Partner. Any such other transaction between the Partnership and the General Partner or Affiliates of the General Partner shall be on terms not less favorable to the Partnership than those available from nonaffiliated parties.

6.9 Loans to Fund Operating Deficits. In the event that for any Fiscal Year (or part thereof) during the term of the Partnership, operations of the Partnership produce a deficit in Cash Flow, the General Partner shall have the option, but not the obligation, to cause to be advanced, as a loan, to the Partnership, the amount of said deficit (the amount of such advance referred to herein as the "Operating Deficit Loans"). The amount of the Operating Deficit Loans shall bear interest at the rate which is the lesser of the maximum rate of interest allowed by applicable law or the same rate charged the General Partner by the financial institution or other entity from which such funds are obtained (or, in the event the General Partner does not borrow such funds, an amount equal to thirteen percent (13%) per annum). The principal and interest of the Operating Deficit Loans shall be repaid only as set forth in Section 8.

SECTION 7

Net Income; Net Losses and Credits from Operations; Net Gains and Net Losses from Dissolution and Winding Up

7.1 Operations.

(a) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net income of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and the General Partner in proportion to their ownership of Partnership Interests.

(b) (i) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net losses of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(ii) The net losses allocated pursuant to Subsection 7.1 (b)(i) hereof shall not exceed the maximum amount of net losses that can be so allocated without causing any Limited Partner who is not a General Partner to have a Capital Account deficit at the end of any fiscal year. In the event some but not all of the Limited Partners (excluding the General Partner) would have Capital Account deficits as a consequence of an allocation of net losses pursuant to Subsection 7.1 (b)(i), the limitation set forth in this Subsection 7.1 (b)(ii) shall be applied on a Limited Partner by Limited Partner basis so as to allocate the maximum permissible net loss to each Limited Partner who is not a General Partner under Section 1.704-1 (b)(2)(ii)(d) of the Regulations. All losses in excess of the limitation set forth in this Subsection 7.1 (b)(ii) shall be allocated to the General Partner.

(c) In the event the Capital Accounts of the Limited Partners are reduced to zero, then, notwithstanding anything to the contrary in Subsection 7.1(b), an amount of net losses of the Partnership from operations as determined for Federal income tax purposes equal to (i) the Operating Deficit Loans made to the Partnership by the General Partner in that Fiscal Year, and/or (ii) optional loans made to the Partnership by any Partner(s) pursuant to Section 10 hereof in that Fiscal Year shall be allocated first to the General Partner and such Partner(s), in proportion to the principal amount of such loans; but all other Partnership net losses from operations as determined for Federal income tax purposes for that Fiscal Year shall be allocated in accordance with Subsection 7.1(b).

(d) All tax credits of the Partnership which give rise to valid allocations of Partnership loss or deduction will be allocated to the Partners in the same proportion as the loss and deduction giving rise to the credits are allocated to the Partners. Notwithstanding the foregoing, allocations of investment tax credits, if any, will be made in a manner consistent with governing Treasury Regulations.

7.2 Dissolution and Winding Up. All net gains and net losses of the Partnership, as determined for Federal income tax purposes, in connection with a sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, shall be allocated in the following order of priority:

(a) Allocation of Gains. Any net gains shall be allocated as follows:

(i) First, net gains shall be allocated to each Partner with a deficit Capital Account, in the same ratio as the deficit in such Partner's Capital Account bears to the aggregate of all such deficits, until all such deficits are reduced to zero;

(ii) Next, to each Limited Partner, to the extent his Capital Account, after the allocation described in Subsection 7.2(a) (1) above, is less than his Capital Investment (the "Capital Investment Deficit"), in the same proportions as the Capital Investment Deficit in each Limited Partner's Capital Account bears to the aggregate Capital Investment Deficits of all such Limited Partners, until the Capital Investment Deficits of all Limited Partners are reduced to zero;

(iii) Next, to the General Partner, to the extent of its Capital Investment Deficit; and

(iv) The balance, if any, to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(b) Allocation of Losses. Any net losses shall be allocated as follows:

(i) To the extent that the balance in the Capital Account of the Partners exceeds the amount of their Capital Investment (the "Excess Balances") in proportion to such Excess Balances until such Excess Balances are reduced to zero;

(ii) Next, to the Partners pro rata in accordance with the positive balances in their Capital Accounts until the balances in their Capital Accounts shall be reduced to zero; and

(iii) The balance of such net losses, if any, to the General Partner.

7.3 Qualified Income Offset. In the event any Limited Partner (excluding the General Partner) unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1 (b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5), or 1.704-1 (b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Capital Account deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Subsection 7.3 shall be made if and only to the extent that such Limited Partner would have a Capital Account deficit after all other allocations provided for in this Section 7 have been tentatively made without regard to this Subsection 7.3.

7.4 Minimum Gain.

(a) Notwithstanding any other provision of this Section 7, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each General Partner and Limited Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2) that is allocable to the disposition of Partnership Property subject to Nonrecourse Liabilities, determined in accordance with Treasury Regulations Section 1.704-2(d) or (ii) if such person would otherwise have a Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1 .704-2(b)(2) of the Treasury Regulations. This Section 7.4(a) is intended to comply with the minimum gain

chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. To the extent permitted by such section of the Treasury Regulations and for purposes of this Section 7.4(a) only, each Partner's Capital Account deficit shall be determined prior to any other allocations pursuant to this Section 7 with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

(b) Partner Minimum Gain Chargeback. Notwithstanding any other provisions of this Section 7 except Section 7.4(a), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each person who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1 .704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section l.704-2(i)(5), that is allocable to the disposition of Partnership Property subject to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(2), or (ii) if such person would otherwise have Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 7.4(b) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 7.4(b), each Partner's Capital Account deficit shall be determined prior to any allocations pursuant to this Section 7 with respect to such fiscal year, other than allocations pursuant to Section 7.4(a) hereof.

7.5 Allocation of Certain Nondeductible Expenses. Syndication expenses and costs and any other items which are paid by the Partnership and which are nondeductible and nonamortizable for Federal income tax purposes, shall be allocated in the manner provided in Subsection 7.1.

7.6 Minimum Allocation to General Partner. Notwithstanding any other provision of this Agreement, not less than one percent (1%) of the net income, net losses and credits from operations, and net gains and net losses from the dissolution and winding up of the Partnership shall, in all events, be allocated to the General Partner for each Fiscal Year, or part thereof, of the Partnership pursuant to this Section 7.

7.7 Recharacterization of Fees and Guaranteed Payments. Notwithstanding anything to the contrary in Subsections 7.1 and 7.2, in the event any fees, interest or other amounts paid or payable to the General Partner or its Affiliates are deducted by the Partnership for United States Federal income tax purposes in reliance on Code Sections 707(a) or 707(c) (or would so be if such payee were a Partner) and such fees, interest or other amounts are disallowed as deductions to the Partnership and are recharacterized as Partnership distributions, then there shall be allocated to the General Partner, prior to the allocations otherwise provided in this Section 7, an amount of net profit from operations (and to the extent such profits from operations are not

sufficient, net gains described in Subsection 7.2 hereof) for the Fiscal Year in which such fees, interest or other amounts are treated as Partnership distributions in an amount equal to such fees, interest or other amounts treated as distributions.

7.8 Gross Income Allocation. In the event any Limited Partner (excluding the General Partner) has a deficit Capital Account at the end of any Partnership fiscal year that is in excess of the sum of (i) the amount such Limited Partner is obligated to restore and (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection 7.8 shall be made if and only to the extent that such Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Subsection 7 have been tentatively made without regard to Subsection 7.3 and this Subsection 7.8.

7.9 Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Limited Partners in proportion to their Votes.

7.10 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

7.11 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

7.12 Curative Allocations.

(a) The “Regulatory Allocations” consist of the “Basic Regulatory Allocations,” as defined in Subsection 7.12(b) hereof; the “Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(c) hereof; and the “Partner Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(d).

(b) The “Basic Regulatory Al locations” consist of (1) allocations pursuant to the last sentence of Subsection 7.1(b) (ii) hereof, and (ii) allocations pursuant to Subsections 7.3, 7.8 and 7.11 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each General Partner and Limited Partner shall be equal to the

net amount that would have been allocated to each such General Partner and Limited Partner if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Subsection 7.12(b) shall only be made with respect to allocations pursuant to Subsection 7.11 hereof to the extent the General Partner reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

(c) The "Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(a) and 7.9 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount or such allocations of other items and the Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (1) no allocations pursuant to this Subsection 7.12(c) shall be made prior to the Partnership fiscal year during which there is a net decrease in Partnership Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partnership Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(c) shall be deferred with respect to allocations pursuant to Subsection 7.9 hereof to the extent the General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(a) hereof

(d) The "Partner Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(b) and 7.10 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Partner Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Partner Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Partner Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Subsection 7.12(d) shall be made with respect to allocations pursuant to Subsection 7.10 relating to a particular Partner Nonrecourse Debt prior to the Partnership fiscal year during which there is a net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partner Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(d) shall be deferred to with respect to allocations pursuant to Subsection 7.10 hereof relating to a particular Partner Nonrecourse Debt to the extent this General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(b) hereof.

(e) The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (i) apply the provisions of Subsections 7.12(b), 7.12(c) and 7.12(d) hereof in whatever order is likely to minimize the economic distortions that might otherwise

result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Subsections 7.12(b), 7.12(c) and 7.12(d) hereof among the General Partner and the Limited Partners in a manner that is likely to minimize such economic distortions.

7.13 Other Allocation Rules.

(a) The Partners are aware of the income tax consequences of the allocations made by this Section 7 and hereby agree to be bound by the provisions of this Section 7 in reporting their shares of Partnership income and loss for income tax purposes.

(b) To the extent permitted by Sections 1.704-2(h) and l.704-(i)(6) of the Treasury Regulations, the General Partner shall endeavor to treat distributions of Cash Flow from operations or proceeds available upon dissolution as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase a Capital Account deficit for any Limited Partner (excluding the General Partner).

SECTION 8

Distributions

8.1 Cash Flow from Operations and Proceeds from Capital Events. After providing for the satisfaction of the current debts and obligations of the Partnership, the General Partner shall, to make distributions of Cash Flow from operations and Proceeds from Capital Events to the Partners, to the extent available, within a reasonable period of time after the end of each Fiscal Year of the Partnership, in the following order of priority:

(a) First, the unpaid principal of, and accrued interest on, Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans;

(b) Next, the unpaid principal of, and accrued interest on, loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans; and

(c) Thereafter, the General Partner shall be permitted, but not required, to make distributions to the Partners on a pro rata basis in accordance with the number of Partnership Interests held by each of them respectively.

8.2 Proceeds Available Upon Dissolution. Upon the sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, the assets of the Partnership, after making payment of or provision for payment of all liabilities and

obligations of the Partnership (other than in regard to any loans made pursuant to Subsection 6.9 and Section 10) and after making distributions of Cash Flow from operations in the year of dissolution in accordance with Subsection 8.1, shall be distributed, as expeditiously as possible, in the following order of priority:

(a) First, to fund such reserves as the liquidator of the Partnership, as provided in Subsection 12.5, may reasonably deem necessary for any contingent liabilities or obligations of the Partnership, provided that any such reserves shall be paid by such person to an independent escrow agent, to be held by such agent or his successor for such period as such person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided;

(b) Next, the unpaid principal of and accrued interest on Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payment to be applied toward payment of accrued interest on such loans and next as a payment of the principal on such loans;

(c) Next, the unpaid principal of and interest on loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments being applied first toward payment of accrued interest on such loans and next toward payment of principal on such loans; and

(d) Next, an amount up to the aggregate positive balances of the Capital Accounts of all Partners (as adjusted to reflect the allocation of net gains or net losses under Subsection 7.2) shall be distributed to the Partners in the proportion that each Partner's positive Capital Account balance bears to the aggregate of such positive balances.

8.3 Distributions in Kind. If any assets of the Partnership shall be distributed in kind, such assets shall be distributed to the Partners entitled thereto as tenants-in-common in the same proportions as such Partners would have been entitled to cash distributions if (i) such assets had been sold for cash by the Partnership for an amount equal to the fair market value of such assets (taking Code Section 770 1(g) into account), (ii) any taxable gain or loss that would be realized by the Partnership from such sale were allocated among the Partners in accordance with Subsection 7.2, and (iii) the cash proceeds were distributed to the Partners in accordance with Subsection 8.2. The Capital Accounts of the Partners shall be increased by the amount of any gain or decreased by the amount of any loss that would be allocable to them and shall be reduced by the fair market value of the assets distributed to them under the preceding sentence.

8.4 Rights of Partners to Property. Except as otherwise provided in this Agreement, no Partner shall be entitled to demand and receive property other than cash in return for his capital contributions to the Partnership and then only as specifically stated in this Agreement.

8.5 Priorities of Limited Partners. No Limited Partner shall have any priority over any other Limited Partner as to the return of his contributions to the capital of the Partnership or as to compensation by way of income.

SECTION 9

Certain Matters Relating to Management of the Partnership and Partnership Property

9.1 General Partner's Fees. The General Partner shall act in such capacity and oversee the management of the Partnership in accordance with sound management practices. Except as otherwise provided herein, the General Partner shall not receive any compensation for managing and supervising the business affairs of the Partnership.

9.2 Partnership Expenses. Except as otherwise provided herein or in agreements made by the Partnership with third persons, the Partnership shall be responsible for paying all direct costs and expenses of owning and Operating the Hospitals and the business of the Partnership, including, without limitation, debt service, the cost of utilities, supplies, insurance premiums, taxes, advertising expenses, bookkeeping and accounting directly related to the Hospitals, legal expenses, office supplies and all other fees, costs and expenses directly attributable to the ownership, operation, maintenance and repair of the Hospitals and the business of the Partnership. In the event any such costs and expenses are or have been paid by the Partnership, then the General Partner shall be entitled to be reimbursed for the payment of same made by the General Partner on behalf of the Partnership so long as the payment is reasonably necessary for Partnership business and is reasonable in amount.

9.3 Reimbursement of Organizational Expenditures. Notwithstanding any other provision of this Agreement to the contrary, the General Partner and its Affiliates shall be entitled to receive reimbursement of the reasonable organizational expenditures of the Partnership.

SECTION 10

Optional Loans to the Partnership

From time to time any Partner may, with the consent of the General Partner, make optional loans to the Partnership or advance money on its behalf. Such loans or advances shall bear interest at a floating per annum rate equal to the lesser of (a) 13% or (b) the maximum rate, if any, allowed by applicable law. The amount of any such loan or advance, and interest thereon, shall be deemed an obligation of the Partnership to the lending Partner, payable as provided herein. The Operating Deficit Loans provided for by Subsection 6.9 shall not be treated as loans for purposes of this Section 10.

SECTION 11

Transfers of Interest of Partners

11.1 General. Except as provided in this Section 11, the General Partner shall not Transfer any part of its interest in the Partnership, and no Limited Partner shall Transfer any part or all of his Partnership Interest(s), unless otherwise specifically permitted under other provisions of this Agreement, and then only if (i) a counterpart of the instrument of Transfer, executed and acknowledged by the parties thereto, is delivered to the Partnership and (ii) the transferee is either a citizen or resident of the United States. In addition, no Limited Partner shall be entitled to withdraw from the Partnership except as otherwise provided herein. A permitted Transfer shall be effective as of the date specified in the instrument relating thereto.

11.2 Transfers by Limited Partners. The prohibition on Transfers set forth in Subsection 11.1 above shall not be applicable to the following:

(a) The Transfer by a Limited Partner of all or a part of his Partnership Interest(s) to any person with the written consent of the General Partner, which consent may be given or withheld in the General Partner's sole and absolute discretion;

(b) The Transfer by the General Partner of its limited partnership interest, if any, at any time and from time to time, to such person or persons, in such amounts, as the General Partner may, in its sole discretion, determine;

11.3 Mandatory Transfer by Limited Partners.

(a) The Partnership will have the right to redeem the Partnership Interest(s) held by any Limited Partner if, in the sole discretion of the General Partner, there is enacted, or there is a material change in, any statutes or regulations, or the application or interpretation thereof, which may materially adversely impact any Limited Partner, the General Partner, or the organization or operation of the Partnership (any such event hereinafter referred to as a "Redemption Event"). Upon the occurrence of a Redemption Event, the General Partner may cause the redemption of the Partnership Interest(s) of a Limited Partner upon payment of the Purchase Price (as defined below). Any Partnership Interest redeemed by the Partnership under this Section 11.3(a) may be resold by the Partnership through any lawful means and the purchaser thereof admitted to the Partnership as a Limited Partner.

(b) Upon the occurrence of a Redemption Event, the Partnership must notify the Limited Partners in writing of its decision to acquire the Limited Partners' Partnership Interests. Such notice shall state: the intention of the Partnership to redeem the subject Limited Partners' Partnership Interest(s); that the Redemption is pursuant to this subsection; the date on which the closing of the Redemption shall take place (the "Closing Date"); the Purchase Price to be paid for the Partnership Interest(s); and the manner in which the Purchase Price will be paid (as provided below) and any documents which must be executed, delivered, or any other action which the General Partner or the Partnership will require of the Limited Partner in connection with the Redemption.

(c) For purposes of this Subsection, the term “Purchase Price” refers to an amount equal to the positive value of the capital account of the Limited Partner whose Partnership Interest is to be redeemed determined as of the first day of the second month preceding the Closing Date.

(d) On the Closing Date, the Partnership shall deliver the full amount of the Purchase Price to the subject Limited Partner in cash or other immediately available funds, and the subject Limited Partner shall deliver to the Partnership such executed documents of sale, transfer, redemption, withdrawal and assignment as may be deemed reasonably necessary or desirable by the General Partner to reflect the intentions of this subsection.

11.4 Transfers by General Partner. The General Partner may transfer or assign its general partnership interest in the Partnership with the affirmative Votes of a Majority in Interest. Subject to Subsection 6.3(b)(i) hereof, no assignment by the General Partner of its interest as a General Partner shall relieve such Partner of any liability hereunder. The General Partner may not withdraw as the General Partner of the Partnership unless said withdrawal occurs as a result of a permitted Transfer of the General Partner’s interest in the Partnership in accordance with the terms of this Agreement.

11.5 Rights of Transferees. No transferee of the Partnership Interest(s) of any Limited Partner shall have the right to become a Substituted Limited Partner, unless:

(a) his transferor has expressed such intention in the instrument of assignment;

(b) the transferee has executed an instrument reasonably satisfactory to the General Partner accepting, adopting and agreeing to be bound as a Limited Partner to all the terms and provisions of this Agreement;

(c) the transferor or transferee has paid all reasonable expenses of the Partnership in connection with the admission of the transferee as a Substituted Limited Partner; and

(d) the General Partner (in his sole, absolute and unfettered discretion) consents to such person becoming a Substituted Limited Partner.

11.6 Section 754 Election. In the event of a Transfer of all or part of the Partnership Interest(s) or interest(s) of a Partner in the Partnership, and at the request of the transferee, the Partnership may elect (in the General Partner’s sole and absolute discretion) pursuant to Section 754 of the Code, or the corresponding provision of subsequent law, to adjust the basis of the Partnership’s assets as provided by Sections 734 and 743 of the Code.

11.7 Profit/Loss Allocations Upon Transfer. Unless otherwise agreed between the transferor and the transferee and permitted under applicable law, upon the Transfer of all or any part of the Partnership Interest(s) or interest(s) of a Partner as hereinabove provided, the net profits, net losses, net gains and credits attributable to the Partnership Interest(s) or interest(s) so transferred shall be allocated between the transferor and the transferee as of the date set forth in the instrument of transfer, and such allocation shall be based upon the number of days during the applicable Fiscal Year of the Partnership that the Partnership Interest(s) or interest(s) so transferred was held by each of them, without regard to the results of Partnership activities during the period in which each was the holder. Distributions shall be made to the holder of record of the Partnership Interest(s) or interest(s) on the date of distribution.

11.8 Continuing Obligations. Except as otherwise provided to the contrary herein, nothing in this Section 11 shall be construed to relieve any Partner, or his successors, assigns, heirs or legal representatives, from the satisfaction of such Partner's obligations herein, including without limitation, those Limited Partner obligations under Section 5 hereof, and all such obligations shall survive any occurrence which results in such Partner ceasing to be a Partner.

SECTION 12

Dissolution and Winding Up

12.1 Events of Dissolution. The Partnership shall be dissolved and its business wound up upon the earliest to occur of:

(a) the General Partner, with the prior affirmative Votes of a Majority in Interest, determines that the Partnership should be dissolved;

(b) the Partnership becoming insolvent or bankrupt;

(c) the bankruptcy, dissolution or retirement of the last remaining General Partner; or

(d) the sale or other disposition of all or substantially all of the Partnership's assets.

For purposes of this Agreement, a "bankruptcy" of a person or entity shall be deemed to occur when such person or entity files a petition in bankruptcy, or voluntarily takes advantage of any bankruptcy or insolvency law, or is adjudicated a bankrupt, or if a petition or answer is filed proposing the adjudication of such person or entity as a bankrupt and such person or entity either consents to the filing thereof or such petition or answer is not discharged or denied prior to the expiration of sixty (60) days from the date of such filing. The insolvency of a person or entity shall be deemed to occur when the assets of such person or entity are insufficient to pay his or its liabilities as the same become due and payable and he or it shall so admit in writing.

12.2 Continuation of Partnership. Except as provided in Section 11, the General Partner agrees to serve as the general partner of the Partnership until the Partnership is dissolved and wound up. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to any, other than the last remaining, General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement by the remaining General Partner, if any. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to the last remaining General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement if, within ninety (90) days after such event, Limited Partners with not less than two-thirds (2/3rds) of the Votes of all Limited Partners shall elect in writing that the business of the Partnership should be continued and shall designate one or more persons to be substituted as general partner(s). In the event that the Limited Partners elect so to continue the Partnership with a new general partner(s), such new general partner(s) shall succeed to all of the powers, privileges and obligations (but not the rights to allocations and distributions) of the last remaining General Partner, and the interest in the Partnership of any person or entity no longer serving as a general partner shall become a limited partner's interest hereunder in the manner provided in Section 11 (except that for purposes of determining its rights to allocations and distributions under Sections 7 and 8, such interest shall continue to be treated as an interest of a general partner and such interest shall not be diluted or affected in any way, other than proportionately, by the admission of substituted general partner(s)).

12.3 Obligations Survive Dissolution. The dissolution of the Partnership shall not release or relieve any of the parties hereto of their contractual obligations under this Agreement.

12.4 Distributions Upon Dissolution. Upon any dissolution requiring the winding up of the business of the Partnership, all or part of the assets, as determined by the General Partner or such other person as is winding up the business of the Partnership, shall be sold and the proceeds thereof distributed and/or the remaining assets distributed as provided in Subsection 8.2 hereof.

SECTION 13

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SECTION 14

Accounting

14.1 Fiscal Year. The fiscal year of the Partnership ("Fiscal Year") shall be the calendar year.

14.2 Books, Records and Accounting Method. The General Partner shall keep, or cause to be kept, full and accurate records of all transactions of the Partnership in accordance with the principles and practices generally accepted for the accrual method of accounting; provided, however, if allowed by law, the Partnership may adopt the cash method of accounting at any time upon the determination to do so by the General Partner.

14.3 Location of Books and Records. All of the books and records of the Partnership shall be kept and maintained at the Property. Such books and records shall be available during reasonable business hours for the reasonable inspection and examination by the Limited Partners and their authorized representatives, which parties shall have the right, at their sole cost and expense, to make copies thereof.

14.4 Federal Tax Returns. The General Partner shall prepare, or cause to be prepared, at the expense of the Partnership, a Federal information tax return, in compliance with the Code, and any required state and local tax returns for the Partnership for each tax year of the Partnership, and, in connection therewith, shall make any available or necessary elections which he determines to be in the best interests of the Partnership.

14.5 Tax Matters Partner. The General Partner is hereby designated as the Tax Matters Partner within the meaning of Section 6231 (a)(7) of the Code, for all purposes of the Code, and shall be responsible for performing the duties of the Tax Matters Partner on behalf of the Partnership and the Partners. By execution of this Agreement, each of the Limited Partners specifically consents to such designation. Additionally, each Limited Partner specifically agrees that the General Partner shall have the exclusive and continuing right to appoint a different Tax Matters Partner.

SECTION 15

Reports and Statements

15.1 Tax Return Information. By the 31st day of March of each Fiscal Year of the Partnership, the General Partner, at the expense of the Partnership, shall cause to be delivered to the Limited Partners such information as shall be necessary (including a statement for that year of each Limited Partner's share of net income, net gains, net losses and other items of the Partnership for the preceding Fiscal Year) for the preparation by the Limited Partners of their Federal, state and local income and other tax returns.

15.2 Financial Statements. By the 31st day of May of each Fiscal Year of the Partnership, the General Partner shall cause to be delivered to each of the Limited Partners financial statements of the Partnership for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles (or applicable accounting principles if such statements are kept on a cash basis of accounting) and at the expense of the Partnership, which financial statements shall set forth, as of the end of and for such Fiscal Year, the following: (a) a profit and loss statement and a balance sheet of the Partnership; (b) the balance in the Capital Account of each Partner; and (c) such other information as, in the judgment of the General Partner, shall be reasonably necessary for the Partners to be advised of the financial status and results of operations of the Partnership.

15.3 Certificate of Limited Partnership/Amendments. There shall be no obligation on the part of the General Partner to send copies of the Certificate of Limited Partnership nor amendments thereto to the Limited Partners; provided, however, a Limited Partner may request in writing to be sent a copy of the Certificate of Limited Partnership and any amendment thereto, in which event the General Partner shall send such document(s) to the requesting Limited Partner within a reasonable period of time after such request.

SECTION 16

Bank Accounts

The General Partner shall open and maintain (in the name of the Partnership) a bank account or accounts in a bank, savings and loan association or other financial institution, the deposits of which are insured by an agency of the United States government or another insurer as the General Partner approves, in which shall be deposited all funds of the Partnership. Withdrawals from such account or accounts shall be made upon the signature or signatures of such person or persons as the General Partner shall designate. There shall be no commingling of the assets of the Partnership with the assets of any other entity or person; provided, however, that the operating revenues of the Partnership may be deposited in a central account in the name of any entity affiliated with the General Partner so long as separate entries are made on the books and records of the Partnership and on the books and records of such other entity reflecting that deposits in the bank account of such entity with respect to amounts received from the Partnership have been deposited therein for the account of the Partnership and that withdrawals from such bank account have been made for the purpose of disbursing funds to the Partnership or for the purpose of paying obligations of the Partnership.

SECTION 17

Power of Attorney

17.1 General. Each Limited Partner irrevocably constitutes and appoints the General Partner, with full power of substitution and resubstitution, as his true and lawful attorney-in-fact with full power and authority to act in his name, place and stead for his use or benefit, to execute, sign, acknowledge, swear to, deliver, file and record in the appropriate public offices as necessary the following documents:

(a) this Agreement and all amendments to, and restatements of, this Agreement;

(b) all instruments, including, without limitation, certificates of limited partnership, required in order to qualify the Partnership or cause the Partnership to exist as a limited partnership under the laws of the State;

(c) all instruments which may be required to effect the continuation of the Partnership, the admission or substitution of a limited partner, the admission of a general partner, or the dissolution and termination of the Partnership, provided such continuation, admission, substitution or dissolution and termination are in accordance with the terms of this Agreement;

(d) all consents to transfers or assignments of interests in the Partnership or to the withdrawal, redemption or reduction of any Partner's Partnership Interests in accordance with this Agreement; and

(e) all other instruments which the Partnership is required to file with any agency of the Federal government, or of any state or local government, or the filing of which the General Partner deems necessary or desirable to the conduct of the business of the Partnership.

17.2 A Special Power; Manner of Exercise; Survival. The power of attorney hereby granted by each Limited Partner to the General Partner:

(a) is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, incapacity, insolvency, dissolution or termination of the Limited Partner;

(b) may be exercised by the General Partner either by signing separately as attorney-in-fact for each Limited Partner, or, after listing all of the Limited Partners executing any instrument, by a single signature of the General Partner acting as attorney-in-fact for all of them; and

(c) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his Partnership Interest(s) (except that, where the assignee thereof has been approved by the General Partner for admission to the Partnership as a Substituted Limited Partner, this power of attorney given by the assignor shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, swear to and file any instrument necessary to effect such substitution).

17.3 Limitations. No document or amendment executed by the General Partner pursuant to this Section 17 shall, in the absence of the prior consent of all of the Limited Partners, (i) reduce the obligation of the General Partner; (ii) affect the rights or restrictions regarding the assignability of the Partnership Interest(s) or interests; (iii) modify the length of the term of the Partnership; (iv) amend this Section 17; or (v) reduce the rights or interests or enlarge the obligations of the Limited Partners. The General Partner shall promptly notify the Limited Partners of any documents or amendments executed pursuant to this Section 17.

SECTION 18

Notices

Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing, signed by or on behalf of the person giving the notice, and shall be deemed to have been given on the earlier to occur of (i) actual delivery

(which includes, without limitation, facsimile delivery, provided such facsimile delivery is promptly followed by written notice of receipt) or (ii) when mailed by certified mail, postage prepaid, return receipt requested, addressed to the person or persons to whom such notice is to be given as follows (or at such other address as shall be stated in a notice similarly given):

(a) if to the Partnership or the General Partner, such notice shall be addressed to the Partnership or the General Partner in care of Universal Health Services, Inc., Universal Corporate Property, 367 South Gulph Road, King of Prussia, PA 19406, Attention: Senior Vice President - Acute Care Operations. A copy of such notice shall be given to Universal Health Services, Inc., Universal Corporate Center, 367 South Gulph Road, King of Prussia, PA 19406, Attention: General Counsel; and

(b) if to the Limited Partners, such notice shall be given to each of the Limited Partners at their respective addresses stated on Exhibit A attached hereto.

SECTION 19

Certain Defined Terms

19.1 General. As used in this Agreement, the following terms have the following respective meanings:

(a) "Act": The Revised Uniform Limited Partnership Act of the State.

(b) "Affiliate": Any subsidiary or commonly owned company related to the General Partner or any of such subsidiary's shareholders or members of the immediate family, if an individual; any person, firm or entity which, directly or indirectly, controls, is controlled by or is under common control with the General Partner, or any member of the General Partner's or any of its member's immediate families; or any person, firm or entity which is associated with the General Partner, or any member of the General Partner's or its members' immediate families in a joint venture, partnership or other form of business association. For purposes of this definition, the term "control" shall mean the ownership often percent (10%) or more of the beneficial interest in the firm or entity referred to, and the term "immediate family" shall mean the spouse, ancestors, lineal descendants, brothers and sisters of the person in question, including those adopted.

(c) "Aggregate Capital Contributions": All contributions made to the capital of the Partnership by the Partners pursuant to Section 5 hereof.

(d) "Capital Account": The account established for each Partner, as defined and adjusted in accordance with Subsection 5.2 hereof.

(e) "Capital Contributions": The amount of money or other properties that the Partners have contributed, have agreed to contribute, or are obligated under the provisions of this Agreement to contribute to the capital of the Partnership from time to time.

(f) "Capital Investment": With respect to each Partner, at any given time, an amount equal to the excess, if any, of (i) the cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the Partner (or, with respect to an additional or Substituted Limited Partner, the amount of cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the transferor Partner as well as the additional or Substituted Limited Partner) to the Partnership pursuant to Subsection 5.1, over (ii) all amounts distributed or distributable to the Partner (or, with respect to an additional or Substituted Limited Partner, the amounts distributed or distributable to the transferor Partner as well as the additional or Substituted Limited Partner) pursuant to Subsection 8.2 (other than in repayment of loans), but in no event less than zero.

(g) "Cash Flow": The excess of cash revenue from Partnership operations over cash disbursements (which disbursements shall include, without limitation, all fees paid pursuant to the terms of the Property Management Agreement), without deduction for depreciation, cost recovery or amortization and reduced by a reasonable allowance for cash reserves for repairs, replacements, contingencies and anticipated obligations (including debt service, capital improvements and replacements), as determined by the General Partner, in its sole discretion. For this purpose, revenue from Partnership operations shall not include: deposits until the same are forfeited by the persons making such deposits, insurance loss proceeds (except for any proceeds of rent interruption insurance), any award or payment made by any governmental authority in connection with the exercise of any right of eminent domain, condemnation or similar right or power.

(h) "Code": The Internal Revenue Code of 1986, as amended to the effective date of this Agreement.

(i) "Fiscal Year": The calendar year.

(j) "General Partner": Texas Hospital Holdings, LLC, a limited liability company incorporated under the laws of the State, and its successors.

(1) "Limited Partners": Texas Hospital Holdings, Inc., and any substitute or additional partners. References to "Limited Partner" shall be to any one of the Limited Partners.

(m) "Majority in Interest": As to any matter upon which Limited Partners may vote hereunder, the affirmative vote of more than fifty percent (50%) of the total Votes.

(n) "Nonrecourse Deductions": The meaning set forth in Section 1 .704-2(b)(1) of the Treasury Regulations. The amount of Nonrecourse Deductions for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Treasury Regulations.

(o) "Nonrecourse Liability": The meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(p) "Partner Minimum Gain": An amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section I .704-2(i)(3) of the Treasury Regulations.

(q) "Partner Nonrecourse Debt": The meaning set forth in Section 1 .704-2(i)(1) of the Treasury Regulations.

(r) "Partner Nonrecourse Deductions": The meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Treasury Regulations.

(s) "Partners": Collectively, the General Partner and the then existing Limited Partners of the Partnership.

(t) "Partnership": Neuro Institute of Austin, L.P., a limited partnership formed under the laws of the State.

(v) "Partnership Interest": The total interest (represented as a percentage) in the capital and profits of the Partnership acquired by a Partner. The initial Partnership Interest percentages are set forth in Section 5.1. Partnership Interests will change if additional or substituted partners are admitted as partners to the partnership. A Partner may own more than one Partnership Interest, or a half Partnership Interest of the Partnership.

(w) "Partnership Minimum Gain": The meaning set forth in Treasury Regulations Section 1.704-2(d).

(x) "Prime Rate": A floating rate equal to the prime rate announced by the Morgan Guaranty Trust Company of New York at its principal office in New York, New York, as in effect from time to time, or by its successor.

(y) "Proceeds from Capital Events": Items excluded from the definition of Cash Flow and the net proceeds of any refinancing of Partnership property or from the sale of a capital item of the Partnership which is sold other than pursuant to the dissolution and liquidation of the Partnership.

(z) "Substituted Limited Partner": A Limited Partner, not listed on Exhibit A, who is subsequently admitted to the Partnership pursuant to the provisions of Section 11 A Substituted Limited Partner shall possess all of the rights and obligations granted to and imposed upon Limited Partners pursuant to this Agreement.

(aa) "Tax Matters Partner": The General Partner.

(ab) "Transfer": The mortgage, pledge, hypothecation, transfer, sale, exchange, assignment or other disposition of any part or all of any Partnership Interest(s) or any interest in the Partnership, whether voluntarily, by operation of law, or otherwise.

(ac) "Treasury Regulations": The regulations adopted by the Secretary of Treasury.

(ad) "Vote": The vote associated with each outstanding Partnership Interest. Each Partnership Interest shall be entitled to one Vote for each 1% Partnership Interest in the Partnership, and fractional Partnership Interest, if any, shall be entitled to a fractional Vote equal to the fraction of a whole Partnership Interest that such fractional Partnership Interest represents.

SECTION 20

Binding Effect

Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

SECTION 21

Amendments

No amendment, modification or waiver of this Agreement, or any part hereof, shall be valid or effective unless (i) in writing; (ii) signed by the General Partner; (iii) approved by the affirmative Votes of a Majority in Interest; and (iv) with respect to any provision of this Agreement which provides for a concurrence of Votes by Partners greater than a Majority in Interest, the affirmative Votes of such greater number of Partners. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other condition or subsequent breach, whether of like or different nature. Notwithstanding the above, this Agreement shall be amended without the prior agreement of the Limited Partners whenever required by law or necessary to effect changes of a ministerial nature which do not adversely affect the rights or increase the obligations of the Limited Partners, including, without limitation, changes in Partners or their addresses, the admission of the Limited Partners and the addition of Substituted Limited Partners.

NEURO INSTITUTE OF AUSTIN, L.P.

SECTION 22

Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 23

Counterparts

This Agreement may be executed in several counterparts, and all such counterparts, so executed, taken together shall constitute one agreement, binding on all the parties who execute this or any other counterpart hereof, notwithstanding that all the parties are not signatories to the original or the same counterpart.

SECTION 24

Miscellaneous

24.1 Copies of Documents. Upon the request of any Limited Partner, the General Partner shall deliver to such Limited Partner a conformed copy of this Agreement.

24.2 Severability. Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder hereof.

24.3 Captions. Section, subsection, paragraph and subparagraph captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or extend or describe the scope of this Agreement or the intent of any provision hereof.

24.4 Person and Gender. The masculine gender shall include the feminine and neuter genders, the singular shall include the plural and the word “person” shall include a corporation, trust, estate, partnership or other form of association or entity.

NEURO INSTITUTE OF AUSTIN, L.P.

IN WITNESS WHEREOF, the parties hereto have subscribed and sworn to this Agreement of Limited Partnership as of the day and year first above written.

GENERAL PARTNER:
Texas Hospital Holdings, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

LIMITED PARTNER:
Texas Hospital Holdings, Inc.

By: _____
Name: Steve Filton
Title: Vice President

NEURO INSTITUTE OF AUSTIN, L.P.

SCHEDULE A

CAPITAL CONTRIBUTION

	Consideration	Ownership
GENERAL PARTNER	$ 1.00	1%
LIMITED PARTNER	$ 99.00	99%

Exhibit 3.172

CHARTER

OF

PSYCHIATRIC SOLUTIONS OF LEESBURG, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation under Section 48-12-101 of the Tennessee Business Corporation Act (the "Act"), adopts the following charter for such corporation:

1. Name. The name of the corporation is Psychiatric Solutions of Leesburg, Inc. (the "Corporation").

2. Registered Office and Registered Agent. The address of the registered office of the Corporation in Tennessee is 113 Seaboard Lane, Suite C-100, Franklin Williamson County, Tennessee 37067. The Corporation's registered agent at the registered office is Steven T. Davidson.

3. Incorporator. The name and address of the sole incorporator of the Corporation is John J. Faldetta, Jr., Nashville City Center, 511 Union Street, Suite 2700, Nashville, Davidson County, Tennessee 37219.

4. Principal Office. The address of the principal office of the Corporation is 113 Seaboard Lane, Suite C-100, Franklin, Williamson County, Tennessee 37067.

5. Corporation for Profit. The Corporation is for profit.

6. Authorized Shares. The Corporation shall have authority, acting by its board of directors, to issue not more than one thousand (1,000) shares, all of which shall be shares of common stock, each with $0.01 par value ("Common Stock"). All shares of Common Stock shall be one and the same class and when issued shall have equal rights of participation in dividends and assets of the Corporation and shall be non-assessable. Each outstanding share of Common Stock shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

7. Limitation on Directors' Liability.

(a) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act, as amended from time to time.

(b) If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the

Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing by the shareholders shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8. Indemnification.

(a) The Corporation shall indemnify, and upon request shall advance expenses to, in the manner and to the full extent permitted by law, any officer or director (or the estate of any such person) who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him or her. To the full extent permitted by law, the indemnification and advances provided for herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid insettlement. The indemnification provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person for any such expenses (including attorneys' fees), judgments, fines and amounts paid in settlement to the full extent permitted by law, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation against such indemnitee; or (2) if a judgment or other final adjudication adverse to the indemnitee establishes his liability for (i) any breach of the duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Act.

(b) The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are intended to be greater than those which are otherwise provided for in the Act, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to paragraph 8(a), are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the Act, as amended from time to time. The rights to indemnification and advancement of expenses set forth in paragraph 8(a) above are nonexclusive of other similar rights which may be granted by law, this Charter, the bylaws, a resolution of the board of directors or shareholders of the Corporation, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(c) Any repeal or modification of the provisions of this paragraph 8, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification. In addition, if an amendment to the Act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such

amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 8 which occur subsequent to the effective date of such amendment.

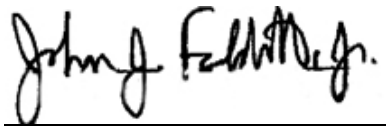
9. Express Powers of Board of Directors. In furtherance of and not in limitation of the powers conferred by statute, the Corporation is expressly authorized, acting upon the authority of the board of directors and without the approval of the shareholders, to:

(a) Issue shares of any class or series as a share dividend in respect of shares of the same class or series or any other class or series;

(b) Fix or change the number of directors, including an increase or decrease in the number of directors;

(c) Determine, in accordance with law, the method by which vacancies occurring on the board of directors are to be filled.

10. Removal of Directors for Cause. Directors may be removed for cause by a vote of a majority of the entire board of directors.



John J. Faldetta, Jr., Incorporator

Dated: June 7, 2004

5743.2132

ARTICLES OF AMENDMENT
TO THE CHARTER
OF
PSYCHIATRIC SOLUTIONS OF LEESBURG, INC.

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-20-103 of the Tennessee Business Corporation Act, the undersigned corporation submits these Articles of Amendment to its Charter as follows:

1. The name of the corporation is Psychiatric Solutions of Leesburg, Inc.

2. Section 1 of the Charter is hereby amended and restated in its entirety to read as follows:

"1. Name. The name of the corporation is North Spring Behavioral Healthcare, Inc. (the "Corporation")."

3. This Amendment was duly adopted by the sole shareholder and the board of directors of the Corporation on March 15, 2006.

4. This Amendment, which will constitute an amendment to the Charter, is to be effective upon filing with the Tennessee Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this 15th day of March, 2006.

Psychiatric Solutions of Leesburg, Inc.

By: /s/ Christopher L. Howard
Christopher L. Howard
Vice President

Exhibit 3.173

AMENDED AND RESTATED

B Y L A W S

OF

NORTH SPRING BEHAVIORAL HEALTHCARE, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be North Spring Behavioral Healthcare, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

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

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

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

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

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

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.174

CERTIFICATE OF FORMATION
OF
NORTHERN INDIANA PARTNER LLP

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

NORTHERN INDIANA PARTNERS, LLC

/s/ John J. Faldetta, Jr.
John J. Faldetta, Jr., Authorized Person

Exhibit 3.175

NORTHERN INDIANA 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 NORTHERN INDIANA PARTNERS, LLC, a Tennessee limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Tennessee (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") of the State and entering into an Operating Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Member" means the Managing Member and any Person who subsequently is admitted as a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on December 12, 1996. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "NORTHERN INDIANA PARTNERS, LLC". The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be CT Corporation System located at 800 S. Gay Street, Suite 2021, Knoxville, TN 37929.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Behavioral Healthcare LLC

By: BHC Holdings, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Northern Indiana Partners, LLC

Exhibit 3.176

ARTICLES OF INCORPORATION

OF

UNIVERSAL HEALTH SERVICES OF STEVENS PARK, INC.

I, the undersigned natural person of the age of eighteen or more, acting as incorporator of a corporation under the Texas Business Corporation Act, adopt the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is Universal Health Services of Stevens Park, Inc.

SECOND: The period of its duration is perpetual.

THIRD: The purpose for which the corporation is organized is the transaction of any and all lawful business for which a corporation may be incorporated under the Texas Business Corporation Act.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is one hundred (100) shares of the par value of ten dollars ($10.00) each.

FIFTH: The corporation shall not commence business until it has received for the issuance of shares a sum equal to at least one thousand dollars ($1,000.00).

SIXTH: No holder of any shares of the corporation has or shall have any preemptive right to acquire additional or treasury shares of the corporation.

SEVENTH: The address of the initial registered office of the corporation is Republic National Bank Building, c/o C T Corporation System, Dallas, Texas 75201, and the name of its initial registered agent at such address is C T Corporation System.

EIGHTH: The number of directors constituting the initial board of directors of the corporation is three (3). The names of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify are Alan B. Miller, Sidney Miller and George H. Strong. Their mailing address is One Presidential Boulevard, Bala Cynwyd, Pennsylvania 19004,

NINTH: The name and address of the incorporator is Chloe J. Gavin, 345 Park Avenue, New York, New York 10154.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 10th day of January, 1983.

/s/ Chloe J. Gavin
Chloe J. Gavin

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, Regina B. Callahan, a notary public, hereby certify that on the 10th day of January, 1983, personally appeared before me Chloe J. Gavin, who being by me first duly sworn, individually declared that she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

/s/ Regina B. Callahan
Notary Public

[ILLEGIBLE]

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION

Universal Health Services of Stevens Park, Inc., a corporation organized under the laws of the State of Texas, by its Vice President and Secretary does hereby certify:

1. That the board of directors of said corporation by a Unanimous Written Consent dated the 18th day of January, 1988, passed a resolution declaring that the following change and amendment in the articles of incorporation is advisable.

RESOLVED that Article First of said Articles of Incorporation be amended to read as follows: “The name of the corporation is Dallas Family Hospital, Inc.”

2. That the number of shares of the corporation outstanding and entitled to vote on an amendment to the articles of incorporation is one hundred (100); that by a Written Consent of the Sole Shareholder dated January 18, 1988, the resolution to amend the articles of incorporation has been adopted.

IN WITNESS WHEREOF, the said Universal Health Services of Stevens Park, Inc. has caused this certificate to be

signed by its Vice President and its Secretary and its corporate seal to be hereto affixed this 25th day of January, 1988.

Universal Health Services of Stevens Park, Inc.

By: /s/ Sidney Miller
Sidney Miller
Vice President

By: /s/ Robert M. Dubbs
Robert M. Dubbs
Secretary

(SEAL)

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF MONTGOMERY)

On January 25, 1988 personally appeared before me, a Notary Public, Sidney Miller and Robert M. Dubbs, who acknowledged that they executed the above instrument.

Tracy L. Fisher
Notary Public

(SEAL)

[ILLEGIBLE]

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION

Dallas Family Hospital, Inc., a corporation organized under the laws of the State of Texas, by its Vice President and Secretary, does hereby certify:

1. That the Board of Directors of said corporation by a Unanimous Written Consent dated the 30th day of January 1996, passed a resolution declaring that the following change and amendment in the Articles of Incorporation is advisable.

RESOLVED, that Article First of said Articles of Incorporation be amended to read as follows: "The name of the corporation is UHS of Amarillo, Inc."

2. That the number of shares of the corporation outstanding and entitled to vote on an amendment to the Articles of Incorporation is one hundred (100); that by a Written Consent of the Sole Shareholder dated January 30, 1996, the resolution to amend the Articles of Incorporation has been adopted.

IN WITNESS WHEREOF, the said Dallas Family Hospital, Inc. has caused this certificate to be signed by its Vice President and its Secretary and its corporate seal to be hereto affixed this 2nd of February 1996.

DALLAS FAMILY HOSPITAL, INC.

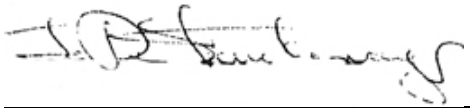
By: /s/ Steve Filton
Steve Filton, Vice President

{SEAL}

By: /s/ Bruce R. Gilbert
Bruce R. Gilbert, Secretary

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF MONTGOMERY :

On February 2nd, 1996, 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]

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
UHS OF AMARILLO, INC.

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

ARTICLE I

The name of the corporation is UHS of Amarillo, Inc.

ARTICLE II

The following amendment to the Articles of Incorporation was adopted by the shareholders of the corporation on August 1, 1996.

Article One of the Articles of Incorporation is hereby amended so as to read as follows: The name of the corporation is Northwest Texas Healthcare System, Inc.

ARTICLE III

The number of shares of the corporation outstanding at the time of such adoption was 100; and the number of shares entitled to vote thereon was 100. The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:

Class	No. of Shares
Common	100

The number of shares voted for such amendment was 100; and the number of shares voted against such amendment was none.

ARTICLE IV

The holders of all of the shares outstanding and entitled to vote on said amendment have signed a consent in writing adopting said amendment.

Date: August 13, 1996

UHS OF AMARILLO, INC.

By: /s/ Bruce R. Gilbert
Bruce R. Gilbert
Secretary

B Y - L A W S

O F

UHS OF AMARILLO, INC.

ARTICLE I

OFFICES

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

Section 2. 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. 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 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 Texas 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 Texas, 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 Texas.

Section 7. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 8. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 9. Except as otherwise provided by statute or the articles of incorporation, special meetings of the board of directors may be called by the president on four days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 10. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 11. A majority of the board of directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, then directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 13. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors may participate in a meeting of the board of directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

PROXY VOTE BY DIRECTORS

Section 14. Any director absent from a meeting may be represented by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of said absent director, filed with the secretary.

COMMITTEES OF DIRECTORS

Section 15. The board of directors, by resolution adopted by a majority of the board of directors, may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors, but the president may designate another director to serve on the committee pending action by the board.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

REMOVAL OF DIRECTORS

Section 16. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors, may be removed, with or without cause by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

ADVISORY COMMITTEES

The board of directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the Chairman of the Board or the directors of the corporation. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the board of directors.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it appears on the records of the corporation, with postage thereon

prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Unless otherwise provided in the articles of incorporation or these by-laws, any two of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

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

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

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed with or without cause at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of

the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

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

THE VICE PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of and be subject to all the restrictions upon the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been

placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate cancelled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of

any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Texas.

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 Amarillo, 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 Texas, 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.

The State of Texas

SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
OF

NORTHWEST TEXAS HEALTHCARE SYSTEM, INC.
FORMERLY: UHS OF AMARILLO, INC.

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Amendment.

Dated: **August 19, 1996**

Effective: **August 19, 1996**

THE STATE OF TEXAS

Antonio O. Garza, Jr.
Secretary of State

pac

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
UHS OF AMARILLO, INC.

FILED
In the Office of the
Secretary of State of Texas
AUG 19 1996
Corporations Section

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

ARTICLE I

The name of the corporation is UHS of Amarillo, Inc.

ARTICLE II

The following amendment to the Articles of Incorporation was adopted by the shareholders of the corporation on August 1, 1996.

Article One of the Articles of Incorporation is hereby amended so as to read as follows: The name of the corporation is Northwest Texas Healthcare System, Inc.

ARTICLE III

The number of shares of the corporation outstanding at the time of such adoption was 100; and the number of shares entitled to vote thereon was 100. The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:

Class	No. of Shares
Common	100

The number of shares voted for such amendment was 100; and the number of shares voted against such amendment was none.

ARTICLE IV

The holders of all of the shares outstanding and entitled to vote on said amendment have signed a consent in writing adopting said amendment.

Date: August 13, 1996

UHS OF AMARILLO, INC.

By: _____
Bruce R. Gilbert
Secretary

CA\amarillo.a96

The State of Texas

SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
OF

UHS OF AMARILLO, INC.
FORMERLY: DALLAS FAMILY HOSPITAL, INC.

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Amendment.

Dated: **February 6, 1996**

Effective: **February 6, 1996**

THE STATE OF TEXAS

Antonio O. Garza, Jr.
Secretary of State

pac

FILED
In the Office of the
Secretary of State of Texas
FEB 06 1996
Corporations Section

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION

Dallas Family Hospital, Inc., a corporation organized under the laws of the State of Texas, by its Vice President and Secretary, does hereby certify:

1. That the Board of Directors of said corporation by a Unanimous Written Consent dated the 30th day of January 1996, passed a resolution declaring that the following change and amendment in the Articles of Incorporation is advisable.

RESOLVED, that Article First of said Articles of Incorporation be amended to read as follows: "The name of the corporation is UHS of Amarillo, Inc."

2. That the number of shares of the corporation outstanding and entitled to vote on an amendment to the Articles of Incorporation is one hundred (100); that by a Written Consent of the Sole Shareholder dated January 30, 1996, the resolution to amend the Articles of Incorporation has been adopted.

IN WITNESS WHEREOF, the said Dallas Family Hospital, Inc. has caused this certificate to be signed by its Vice President and its Secretary and its corporate seal to be hereto affixed this 2nd day of February 1996.

DALLAS FAMILY HOSPITAL, INC.

By: Steve Filton
Steve Filton, Vice President

{SEAL}

By:
Bruce R. Gilbert, Secretary

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF MONTGOMERY :

On February 2nd, 1996, personally appeared before me, a Notary Public, Steve Filton and Bruce R. Gilbert, who acknowledged that they executed the above instrument.

{SEAL}

NOTARY PUBLIC

Notarial Seal
Joan D. Stahlnmayer, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 1, 1997
Member, Pennsylvania Association of Notaries

CA\amarillo.j96

YS -AMEND

The State of Texas

Secretary of State

FEB. 1, 1988

RECEIVED
FEB 04 1988
R. M. DUBBS

DRS, SHERRIE L. HEDRICK
367 SOUTH GULPH RD
KING OF PRUSSIA,PA

RE:
DALLAS FAMILY HOSPITAL, INC.
CHARTER NUMBER 00638671-00

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR ARTICLES OF AMENDMENT. THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES, AND THE ORIGINAL HAS BEEN FILED IN THIS OFFICE.

PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

VERY TRULY YOURS,

Secretary of State

The State of Texas

Secretary of State

CERTIFICATE OF AMENDMENT

FOR

DALLAS FAMILY HOSPITAL, INC.

FORMERLY

UNIVERSAL HEALTH SERVICES OF STEVENS PARK, INC.
CHARTER NUMBER 00638631

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT ARTICLES OF AMENDMENT HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, ISSUES THIS CERTIFICATE AND ATTACHES HERETO A COPY OF THE ARTICLES OF AMENDMENT.

DATED JAN. 20, 1978

Secretary of State

FILED
In the Office of the
Secretary of State of Texas

JAN 29 1988

Clerk II-G
Corporations Section

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION

Universal Health Services of Stevens Park, Inc., a corporation organized under the laws of the State of Texas, by its Vice President and Secretary does hereby certify:

1. That the board of directors of said corporation by a Unanimous Written Consent dated the 18th day of January, 1988, passed a resolution declaring that the following change and amendment in the articles of incorporation is advisable.

RESOLVED that Article First of said Articles of Incorporation be amended to read as follows: "The name of the corporation is Dallas Family Hospital, Inc."

2. That the number of shares of the corporation outstanding and entitled to vote on an amendment to the articles of incorporation is one hundred (100); that by a Written Consent of the Sole Shareholder dated January 18, 1988, the resolution to amend the articles of incorporation has been adopted.

IN WITNESS WHEREOF, the said Universal Health Services of Stevens Park, Inc. has caused this certificate to be

signed by its Vice President and its Secretary and its corporate seal to be hereto affixed this 25th day of January, 1988.

Universal Health Services of Stevens Park, Inc.

By: _____
Sidney Miller
Vice President

By: _____
Robert M. Dubbs
Secretary

(SEAL)

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF MONTGOMERY)

On January 25, 1988 personally appeared before me, a Notary Public, Sidney Miller and Robert M. Dubbs, who acknowledged that they executed the above instrument.

_____
Notary Public

TRACY L. FEULNER, Notary Public
Lower Merion Twp., Montgomery Co.
My Commission Expires May 27 1991

(SEAL)

The State of Texas

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

UNIVERSAL HEALTH SERVICES OF STEVENS PARK, INC.
CHARTER NO. 638631

The undersigned, as Secretary of State of the State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Dated JAN. 11 19 83.

David A. Dean

Secretary of State

dae

THE STATE OF TEXAS

FILED
in the Office of the
Secretary of State of Texas
JAN 11 1983
Clerk E
Corporations Section

ARTICLES OF INCORPORATION

OF

UNIVERSAL HEALTH SERVICES OF STEVENS PARK, INC.

I, the undersigned natural person of the age of eighteen or more, acting as incorporator of a corporation under the Texas Business Corporation Act, adopt the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is Universal Health Services of Stevens Park, Inc.

SECOND: The period of its duration is perpetual.

THIRD: The purpose for which the corporation is organized is the transaction of any and all lawful business for which a corporation may be incorporated under the Texas Business Corporation Act.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is one hundred (100) shares of the par value of ten dollars ($10.00) each.

FIFTH: The corporation shall not commence business until it has received for the issuance of shares a sum equal to at least one thousand dollars ($1,000.00).

SIXTH: No holder of any shares of the corporation has or shall have any preemptive right to acquire additional or treasury shares of the corporation.

SEVENTH: The address of the initial registered office of the corporation is Republic National Bank Building, c/o C T Corporation System, Dallas, Texas 75201, and the name of its initial registered agent at such address is C T Corporation System.

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

Sidney Miller and George H. Strong. Their mailing address is One Presidential Boulevard, Bala Cynwyd, Pennsylvania 19004.

NINTH: The name and address of the incorporator is Chloe J. Gavin, 345 Park Avenue, New York, New York 10154.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 10th day of January, 1983.

Chloe J. Gavin

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, Regina B. Callahan, a notary public, hereby certify that on the 10th day of January, 1983, personally appeared before me Chloe J. Gavin, who being by me first duly sworn, individually declared that she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

Regina B. Callahan
Notary Public

REGINA B. CALLAHAN
Notary Public State of New York
No. 30-4607052
Qualified in Nassau County
Commission Expires March 30, 1983

Exhibit 3.178

[ILLEGIBLE]

CHARTER
OF
CHILDREN'S COMPREHENSIVE SERVICES MANAGEMENT COMPANY

The undersigned, acting as the incorporator of a corporation under the Tennessee Business Corporation Act, adopts the following charter for such corporation.

1. The name of the corporation is Children's Comprehensive Services Management Company.

2. The corporation is for profit.

3. The street address for the corporation's principal office is:

805 South Church Street
Murfreesboro, Tennessee 37133
Rutherford County

(a) The name of the corporation's initial registered agent is:

William J Ballard

(b) The street address of the corporation's initial registered office in Tennessee is:

805 South Church Street
Murfreesboro, Tennessee 37133
Rutherford County

4. The name and address of the incorporator is:

Kevin P. O'Hara
2700 First American Center
Nashville, Tennessee 37238-2700

5. The number of shares of stock the corporation is authorized to issue is one thousand shares of common stock, no par value.

6. The shareholders of the corporation shall not have preemptive rights.

7. To the fullest extent permitted by the Tennessee Business Corporation Act as in effect on the date hereof and as hereafter amended from time to time, a director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. If the Tennessee Business Corporation Act or any successor statute is amended after adoption of this provision to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Business Corporation Act, as so amended from time to time. Any repeal or modification of this paragraph 7 by the shareholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

Dated: May 30, 1997

/s/ Kevin P. O'Hara
Kevin P. O'Hara, Incorporator

[ILLEGIBLE]

ARTICLES OF MERGER
OF
CHAD YOUTH ENHANCEMENT CENTER, INC.
INTO
CHILDREN'S COMPREHENSIVE SERVICES MANAGEMENT COMPANY

Pursuant to the provisions of Section 48-21-109 of the Tennessee Business Corporation Act, the undersigned corporations adopt the following articles of merger:

1. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A".

2. As to CHAD Youth Enhancement Center, Inc. a Tennessee corporation, the plan was duly adopted by the sole shareholder on February 10, 1998.

3. As to Children's Comprehensive Services Management Company, a Tennessee corporation, the plan was duly approved by the sole shareholder on February 11, 1998.

4. Upon completion of the merger, the Articles of Merger of the surviving corporation shall be amended to change the name of the surviving corporation to CHAD Youth Enhancement Center, Inc.

5. The effective date of the merger shall be February 12, 1998.

February 11, 1998

CHAD YOUTH ENHANCEMENT CENTER, INC.

By: _____
Its: President

February 11, 1998

CHILDREN'S COMPREHENSIVE SERVICES MANAGEMENT COMPANY

By: _____
Its: President

[ILLEGIBLE]

[ILLEGIBLE]

EXHIBIT "A"

[Attach copy of Agreement and Plan of Merger]

[ILLEGIBLE]

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

CHILDREN'S COMPREHENSIVE SERVICES MANAGEMENT COMPANY

and

CHAD YOUTH ENHANCEMENT CENTER, INC.
and
CLG MANAGEMENT COMPANY, LLC

February 12, 1998

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AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** ("Agreement") is entered into on February 12, 1998 by and among **CHAD YOUTH ENHANCEMENT CENTER, INC.,** a Tennessee corporation ("CHAD"), **CLG MANAGEMENT, LLC,** a Tennessee limited liability company ("**CLG**"), **ROBERT DUWAYNE GLASNER,** Psy.D. ("Shareholder"). **BECKYE LYNN GLASNER** ("Member") (the Shareholder and the Member are referred to herein collectively as the "Sellers" or the "Members"), **CHILDREN'S COMPREHENSIVE SERVICES MANAGEMENT COMPANY,** a Tennessee corporation ("Merger Sub") (the Merger Subsidiary and CHAD sometimes collectively herein referred to as the "Constituent Corporations"), and **CHILDREN'S COMPREHENSIVE SERVICES, INC,** a Tennessee corporation ("Parent"),

RECITALS:

WHEREAS, CHAD owns and operates a residential treatment center (the "Facility") providing behavioral health care services to children and adolescents (the "Business"); and

WHEREAS, the land, buildings and improvements comprising the Facility and containing approximately twenty (20) acres (herein the "Real Estate Assets") are owned by CLG and leased to CHAD; and

WHEREAS, Shareholder owns all of the issued and outstanding capital stock of CHAD (the "CHAD Stock") and the Shareholder and the Member are the sole members of CLG; and

WHEREAS, the Shareholder desires to transfer the CHAD Stock and Parent desires to acquire the same from the Shareholder in a stock-for-stock reorganization under Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Parent through the Merger Sub also desires to acquire and CLG desires to sell the Real Estate Assets to the Merger Sub, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Parent desires to guarantee performance by the Merger Sub under this Agreement of all of the representations, warranties, covenants, conditions and agreements to be performed and observed by each of them.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree (a) that CHAD shall be merged (herein the "Merger") into the Merger Sub, and (b) Merger Sub shall acquire the Real Estate Assets contemporaneously with the Merger, all in accordance with the terms of this Agreement.

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ARTICLE I.

MERGER OF CONSTITUENT CORPORATIONS

1.1 Effect of the Merger. On the Effective Date of the Merger (as such date is defined in Section 5.1), CHAD shall be merged into Merger Sub, the separate legal existence of CHAD shall cease, and Merger Sub, as the surviving corporation, shall continue its corporate existence under the laws of the State of Tennessee under the name of CHAD Youth Enhancement Center, Inc. (or such other name as Parent may subsequently elect). Subsequent to the Merger, the Merger Sub shall possess all the rights, privileges, powers, and franchises of a public as well as of a private nature and be subject to all the restrictions, disabilities, and duties of CHAD. All rights, privileges, powers, and franchises of CHAD and all property, real, personal, and mixed, belonging to CHAD shall be vested in Merger Sub and all property, rights, privileges, powers, and franchises and every other interest shall be thereafter as effectually the property of Merger Sub as they were of CHAD. The title to real estate, if any, vested by deed or otherwise in CHAD, shall not revert or be in any way impaired by reason of this Merger, provided that all rights of creditors and all liens upon any property of CHAD shall be preserved unimpaired and all debts, liabilities, and duties of CHAD shall thenceforth attach to the Merger Sub and may be enforced against the Merger Sub to the same extent as if said debts, liabilities, and duties had been incurred or contracted by the Merger Sub.

1.2 Assets of CHAD at Closing; Properties Acquired in the Merger. At the closing of the Merger (the "Closing"), CHAD will own or lease, as applicable, all assets, tangible and intangible, real and personal, that are currently used to operate the Business (the "CHAD Assets"), free and clear of all encumbrances, mortgages, pledges, liens, and security interests, other than Permitted Encumbrances as herein defined, "Permitted Encumbrances" are defined as (a) mechanic's, materialmen's and similar liens with respect to any amounts not yet due and payable which are being contested in good faith through appropriate proceedings, (b) liens for taxes not yet due and payable or for taxes which are being contested in good faith through appropriate proceedings, (c) liens securing rental payments under capital lease agreements, if any, (d) the Easement described in Section 6.2, (e) to the extent constituting a lien or claim on assets, current liabilities of CHAD as reflected on the Balance Sheet (as defined herein) that is contained in *Exhibit 7.5(1)* ("Current Liabilities") and (f) encumbrances and restrictions on any real property owned or leased by CHAD (including easements, covenants, rights of way and similar restrictions of record) which are reflected in the Title Commitment (as defined herein) and approved by the Parent in accordance with the provisions of this Agreement and which do not materially interfere with the present uses of such real property. The CHAD Assets will include, without limitation, the following:

(1) All right, title and interest of CHAD as lessee in and to all of the real property leased by CHAD from CLG and used in connection with the Business, if any, including, without

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limitation, the real property listed and described on *Exhibit 1.2(1)* attached hereto, and in and to all structures, improvements, fixed assets and fixtures including fixed machinery and fixed equipment leased by CHAD and situated thereon or forming a part thereof and all appurtenances, easements and rights-of-way related thereto (collectively, the "Leased Real Estate");

(2) All equipment, machinery (including the copier leased by CHAD), data processing hardware and software, furniture, furnishings, appliances, vehicles (including the pick-up truck or van owned by CHAD) and other tangible personal property and all replacement parts therefor used in connection with the Business including, without limitation, the equipment listed on *Exhibit 1.2(2)* attached hereto (collectively, the "Equipment and Furnishings");

(3) All inventory of goods and supplies used or maintained in connection with the Business reflected on the Financial Statements (collectively, the "Inventory");

(4) All accounts and notes receivables (the "Receivables") of CHAD;

(5) Subject to the provisions of Section 3.1 relative to payment of CHAD's obligations to the Peoples Bank, Dickson, Tennessee ("Peoples Bank") all cash, including funds on hand, bank accounts including, without limitation, those accounts listed by name and address of banking institution, account name and account and routing numbers on *Exhibit 1.2(5)* attached hereto, money market accounts, other accounts, certificates of deposit and other investments of CHAD (the "Cash and Cash Equivalents"), and all prepaid expenses, all prepaid taxes, any and all tax attributes (as the term "tax attributes" is defined in Section 381 of the Code) and CHAD Assets as of Closing, including without limitation, and all net operating loss carry forwards (if any, to the extent permitted by Section 382 of the Code); [*provided*, *that*, all actual cash on hand at Closing shall be deemed included in any computation of net working capital for the purposes of this Agreement and all financial statements prepared in connection herewith or referred to herein];

(6) All personnel, corporate and other records related to the Business, including both hard and microfiche copies, and all manuals, books and records used in operating the Business, including, without limitation, personnel policies and files and manuals, accounting records, and computer software;

(7) To the full extent not legally required to be reissued or transferred as a consequence of the Merger, all federal, state and local licenses, permits, registrations, certificates, consents, accreditations, approvals and franchises, if any, held by CHAD in connection with the Business as currently conducted (collectively, the "Licenses");

(8) All goodwill, and, to the extent assignable by CHAD, all warranties express or implied and rights and claims related to the CHAD Assets or the operation of the Business;

(9) Contract rights and interests held by CHAD arising out of or related to the Business, including but not limited to those certain consultation service agreements, management service agreements and other similar contracts identified on *Exhibit 1.2(9)* hereto;

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(10) All intangible or intellectual property owned, leased, licensed or possessed by CHAD or the Shareholder and utilized in connection with the Business, including without limitation, the name "CHAD Youth Enhancement Center, Inc." and all variations and derivations thereof, to the extent CHAD or the Shareholder has rights in or to each such name; and

(11) All of CHAD'S right, title and interest in any partnerships, joint ventures or similar arrangements (If any, but only to the extent transferable as of right by CHAD).

1.3 Further Assurances. From time to time as and when requested in writing by the Merger Sub or any other Parent Company Affiliate (as defined herein), and at the expense of the requesting party, the officers, the directors and the Shareholder of CHAD last in office shall execute and deliver such deeds and other instruments and shall take or cause to be taken such other actions as shall be necessary to vest or perfect in or to confirm of record or otherwise the Merger Sub's title to, and possession of, all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of CHAD described in Section 1.2, and otherwise necessary to carry out the purposes of this Agreement.

1.4 Additional Parent Company Obligations. Parent Company shall do or cause to be done all of the following:

(1) Obtain the release of Shareholder's obligations from all Contracts (as defined herein) listed on *Exhibit 1.4(1),* but only to the extent such obligations relate to or arise from periods after Closing or otherwise constitute a current liability being assumed by Merger Sub as a consequence of the Merger. In the event that Parent elects not to obtain the release of the Shareholder, or is unable to obtain any one or more releases, then such obligation shall be deemed to be covered by the indemnification obligations of the Parent set forth in this Agreement;

(2) For at least three (3) from the Effective Date (as defined herein) the Parent Company shall remain at all times current in its public reporting requirements under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and maintain its registration under the Exchange Act. For at least three (3) years from the Effective Date, the Parent Company also shall continuously, without interruption, maintain its listing on the New York Stock Exchange, the American Stock Exchange, or the National Association of Securities Dealers, Inc. Automated Quotation System or other recognized securities exchange (collectively, the "Stock Exchanges") reasonably acceptable to Shareholder.

(3) Provide to the person(s) receiving the Parent Company Shares as the Merger Consideration the incidental ("piggy-back") registration rights specified in *Exhibit 1.4(3)* and shall perform the obligations therein specified; and

(4) As to the copier and van acquired pursuant to Section 1.2(2), the Merger Sub shall assume the related obligations, whether classified as a long-term or short-term liability.

1.5 Additional Governing Provisions. It is understood by the parties hereto that the Real Estate Assets and the CHAD Assets are presently encumbered by liens that secure certain

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obligations owed to Peoples Bank. The existence of such liens shall not constitute violations of this Agreement so long as the Sellers arrange, prior to or contemporaneously with the Closing hereof for the repayment in full of such obligations to Peoples Bank and such liens are actually released by Peoples Bank. The other terms of this Agreement shall be read in connection with this Section 1.5.

ARTICLE II.

CONVERSION AND EXCHANGE OF SHARES

2.1 Conversion of Shares. The manner of converting or exchanging the shares of each of the Constituent Corporations shall be as follows:

(1) The Merger shall effect no change in any of the shares of the Merger Sub stock, and none of its shares shall be converted as a result of the Merger.

(2) Each share of CHAD Stock issued and outstanding on the Effective Date of the Merger (except shares of CHAD Stock issued and held in the treasury of CHAD) shall, by virtue of the Merger and on the Effective Date of the Merger, be converted into and become, without action on the part of the holder thereof, shares of fully paid and nonassessable Parent Common Stock (as defined herein) in an amount sufficient to comprise the Merger Consideration as set forth in Article III below.

2.2 Shares Owned by CHAD. Each share of CHAD Stock issued and held in the treasury of CHAD (if any) shall be canceled and retired, and no shares of stock or other securities of Parent shall be issuable, and no cash shall be exchangeable, with respect thereto.

2.3 Fractional Shares. No fractional shares of Parent Common Stock shall be issued pursuant to Section 2.1(2), but in lieu thereof, cash shall be paid to the holder thereof in an amount based on the closing price of Parent Common Stock on the NASDAQ Stock Market's NASDAQ National Market on the Effective Date of the Merger or, if such shares were not traded on such date, based on the closing price thereof on the next preceding day on which such shares were traded. Such amounts shall be paid within ten (10) days after the Closing. No interest shall be payable thereon.

2.4 Exchange of Shares. On and after the Effective Date of the Merger, the Shareholder shall be entitled to receive in exchange for his shares of CHAD Stock a certificate or certificates representing the number of shares of Parent Common Stock (as defined herein) to which he is entitled as provided in Section 2.1(2), and any cash to which he maybe entitled on account of fractional shares as provided in Section 2.3. The Shareholder may elect to have the shares of Parent Common Stock issued to the Sellers as joint tenants with a right of survivorship. Until so presented and surrendered in exchange for a certificate representing Parent Common Stock, each certificate which represented issued and outstanding shares of CHAD Stock on the Effective Date of the Merger shall be deemed for all purposes to evidence ownership of the

number of shares of Parent Common Stock into which such shares of CHAD Stock have been converted pursuant to the Merger. Until surrender of such certificates in exchange for certificates representing Parent Common Stock, the holder thereof shall not be entitled to vote at any meeting of Parent stockholders or to receive any dividend or other distribution payable to holders of shares of Parent Common Stock; provided, however, that upon surrender of such certificates representing CHAD Stock in exchange for certificates representing Parent Common Stock, there shall be paid to the record holder of the certificate representing Parent Common Stock issued upon such surrender the amount of dividends or other distributions (without interest) that theretofore became payable with respect to the number of shares of Parent Common Stock represented by the certificate issued upon such surrender. Each of the parties obligated to deliver shares of stock under this Agreement shall deliver such certificates, duly executed and/or endorsed, as the case may be, at the Closing.

ARTICLE III.

MERGER CONSIDERATION

3.1 Merger Consideration.

(1) The merger consideration ("Merger Consideration") shall be Fifty Eight Thousand (58,000) shares of the common voting stock. $0.01 par value, of the Parent (the "Parent Common Stock"), subject to adjustment as set forth in this Article III. The Merger Consideration will be subject to adjustment as follows:

(a) subject to the provisions of this Section 3.1 relative to repaying Peoples Bank, the Merger Consideration shall be increased or decreased, as appropriate, for any change in net working capital of CHAD between the amount shown on the Balance Sheet of CHAD as of September 30, 1997 and the amount of net working capital shown on the Balance Sheet of CHAD as of January 31, 1998;

(b) the Merger Consideration shall be increased or decreased, as appropriate, to account for additions or deletions of property, plant, equipment or other non-current assets, if any, purchased or sold between September 30, 1997 and January 31, 1998, subject, however, to the prior written consent of the Merger Sub for material (individually or in the aggregate) transactions, which consent will not be unreasonably withheld;

(c) the Merger Consideration shall also be increased or decreased, as appropriate, to account for any other Adjustments which are not otherwise included in net working capital at Closing as of January 31, 1998; and

(d) the Merger Consideration shall be adjusted as necessary to take into account the effects of any stock splits or stock dividends, or comparable actions by either Parent or CHAD, prior to Closing. For purposes of the preceding sentence, the term "Adjustment" shall mean financial statement entries relative to salaries and wages, related payroll taxes, sick leave, holiday, vacation benefits, retirement and any other fringe benefits that will have accrued or should be accrued to CHAD's employees through January 31, 1998.

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In making the various adjustments called for in Section 3.1(1), the parties acknowledge and agree that it is their mutual intention to make the transaction have the same economic effect as if the Closing had actually occurred on January 31, 1998 even though the Merger will not be legally effective until the Effective Time (as herein defined). The parties agree that the same kinds of Adjustments made to the January 31, 1998 financial statements shall also be made to the September 30, 1997 financial statements.

Notwithstanding the provisions of Subsection 3.1(1)(a) above, CHAD is specifically authorized to repay the existing term loan liability owed to Peoples Bank as to which CHAD is an obligor in an amount not to exceed Three Hundred Twenty Thousand and No/100 Dollars ($320,000.00) without causing a reduction in the number of shares payable to the Shareholder as Merger Consideration.

(2) The Parent Common Stock will constitute restricted securities the resale of which shall be subject to the requirements of Rule 144 or any similar exemption under federal or state securities laws in effect from time to time. All aspects of the proposed transaction shall be subject to applicable state and federal securities laws. Parent acknowledges and agrees that the Sellers are not now and will not become, as a result of the transactions contemplated by this Agreement, "affiliates," "controlling persons" or "principal shareholders" of Parent within the meaning of the Securities Act of 1933, as amended, the Exchange Act, or any applicable provision of the Tennessee Securities Act, as amended.

3.2 Closing Statements. The adjustments to the Merger Consideration specified in Section 3.1(1) shall be estimated by the parties hereto in good faith at the Closing to the extent reasonably possible based on the most current interim financial statements; and provisional adjustments as shall be mutually agreed at Closing shall be reflected in one certain "Preliminary Closing Statement". Attached as *Exhibit 3.2(1)* is the format of the Preliminary Closing Statement. No later than sixty-five (65) days after the Closing, the parties hereto shall prepare the "Final Closing Statement" reflecting the items listed above prepared consistent with the past preparation of the internal financial statements of CHAD on an accrual basis applied consistently with prior periods. Adjustments made after the Closing based on the Final Closing Statement shall be payable in cash by the Parent or, if to be paid by the Shareholder, in the discretion of the Shareholder, in cash or by a combination of cash and shares of Parent Common Stock received as Merger Consideration, on or before the tenth day following the day the Final Closing Statement is agreed upon by the parties. If Merger Sub and the Sellers are unable to agree on the Final Closing Statement within sixty-five (65) days after delivery of the Final Closing Statement, they shall appoint a firm of independent certified public accountants upon which the parties mutually and in good faith agree (the "Accountants") to make such determination, which determination, shall be final and binding on the parties hereto for the purpose of this Agreement, and Merger Sub and Shareholder shall each pay one-half the cost of the Accountants. The format of the Final Closing Statement is attached hereto as *Exhibit 3.2(2)*.

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ARTICLE IV.

CERTIFICATE OF INCORPORATION; OFFICERS AND DIRECTORS FOLLOWING MERGER

The Certificate of Incorporation of Merger Sub is hereby amended, effective on the Effective Date of the Merger, by changing Article I thereof so as to read in its entirety as follows: "The name of the corporation is "CHAD Youth Enhancement Center, Inc."

On the Effective Date of the Merger, the Certificate of Incorporation of Merger Sub, as hereby amended, shall be the Certificate of Incorporation of the surviving corporation.

The officers and directors of the Merger Sub on the Effective Date shall, from and after the Effective Time (as defined herein), be the initial officers and directors of the Merger Sub after the Merger until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and Bylaws of the Merger Sub.

Neither CHAD, CLG nor either of the Sellers, officers, directors or employees thereof immediately prior to the Effective Time of the Merger shall be responsible for accomplishing such filing(s).

ARTICLE V.

EFFECTIVE DATE OF MERGER; FILING OF MERGER DOCUMENTS

5.1 Effective Date. The Merger shall become effective on the filing this Agreement (or appropriate Certificate(s) of Merger) (such documentation herein the "Certificate of Merger") in the manner required by applicable law (the date of such filing being herein called the "Effective Date of the Merger" and the time of the filing thereof with the Tennessee Secretary of State shall be called the "Effective Time of the Merger").

5.2 Filing of Certificate of Merger. Unless this Agreement shall have been terminated prior thereto under the provisions of Article XIV hereof, the Certificate of Merger shall be so filed and recorded as promptly as possible after Closing which shall occur upon satisfaction of the conditions precedent to Closing and in no event later than the end of the next business day following Closing.

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ARTICLE VI.

ASSET ACQUISITION OF REAL ESTATE ASSETS OF CLG

6.1 Real Estate Assets of CLG; Sale of Real Estate Assets to Merger Sub. Simultaneously with closing of the Merger, the Merger Sub shall also acquire, and CLG shall sell, transfer, convey and deliver to the Merger Sub all of CLG's right, title and interest in fee to all of the Real Estate Assets. The Real Estate Assets include all of the approximately twenty (20) acres of real property, other than the Retained Real Estate, as shown on the survey (the "Survey") dated January 21, 1998 and attached hereto as *Exhibit 6.1(a)*. The Real Estate Assets shall include CLG's right, title and interest in fee in and to all structures, improvements, fixed assets, fixtures (including fixed machinery and fixed equipment) owned in fee by CLG and situated at, on, or under the Real Estate Assets, together with all existing appurtenances, easements and rights-of-way related thereto. CLG shall provide a title insurance commitment (the "Title Commitment") prior to Closing, and a title insurance policy (the "Title Policy") consistent therewith promptly after Closing from a title issuer reasonably acceptable to Merger Sub, and all of CLG's liability to any of the CCSI Companies for representations and warranties concerning matters of title to the Real Estate Assets herein and in the Deed shall be deemed to be limited to the coverage of such Title Policy. The Title Commitment and the Title Policy shall not contain any exceptions other than the Permitted Exceptions and other exceptions (if any) agreed upon by the Parent or the Merger Sub in their sole discretion at or before Closing as disclosed in the Title Commitment. The Title Commitment shall become a part of this Agreement as *Exhibit 6.1(b)* and the Title Policy shall become a part of this Agreement as *Exhibit 6.1(c)*.

6.2 Retention of Irrevocable, Permanent Easement Rights. The Merger Sub shall acquire all non-public roads located contiguous to the Real Estate Assets that are owned by CLG from CLG. The Merger Sub agrees that CLG shall retain an irrevocable, insurable, mortgageable easement (the "Easement") in respect of such roads, which Easement shall entitle CLG to reasonable ingress and egress to and from the Real Estate Assets on existing roads, to perpetual use of the existing roads to and from the Facility, and to provide current and future utility access mutually and reasonably acceptable to both parties to the Retained Real Estate.

6.3 Consideration for Real Estate Assets and Easements. As consideration for the conveyance by CLG of the Real Estate Assets, the Merger Sub shall pay to CLG at Closing the sum of One Million Two Hundred Thousand and No/100 Dollars (US$1,200,000.00) in cash in immediately available funds (the "Cash Consideration"). The Cash Consideration shall be subject, however, to adjustment at Closing for 1998 real estate taxes, which shall be pro-rated between CLG and the Merger Sub through Closing.

6.4 Conveyance of Real Estate Assets; Status of Title. CLG shall convey the Real Estate Assets and retain the Easement by execution and delivery of a Special Warranty Deed (the "Deed") in the usual and customary form appropriate for recording with the applicable Register of Deeds for the county in which the Real Estate Assets are located. The Deed shall convey good and marketable title to the Real Estate Assets to the Merger Sub free and clear of all encumbrances, mortgage pledges, liens and security interests other than Permitted Encumbrances

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as defined in Section 1.3 hereof and as set forth in Section 6.1 hereof. The form of the Deed is attached hereto as *Exhibit 6.4*. The Deed shall recite that CLG retains the Easement for the benefit of CLG, Robert DuWayne Glasner, and all of CLG's successors in title forever.

6.5 Excluded Items. Notwithstanding any other provision contained in this Agreement to the contrary. CLG shall not sell, transfer, convey or deliver to the Merger Sub, and the Merger Sub shall not acquire any interest in the real estate and other property rights described in the Survey (*Exhibit 6.1(g)*) other than that marked as part of the approximately twenty (20) acres used for the Facility as described on the Survey and in the Deed. CLG is retaining all such property (the "Retained Real Estate").

6.6 Restrictive Covenants. At Closing, the parties shall execute mutual restrictive covenants that shall run with the land and be binding on their respective successors until January 31, 2018 in the form of *Exhibit 6.6*. CLG agrees that it shall not, as of the Closing or at any time thereafter, permit the Retained Real Estate to be used for any Competitive Business (as defined herein). Parent and Merger Sub agree that they shall not, as of the Closing or at any time thereafter, permit the Real Estate Assets to be used for any purpose that is toxic or hazardous to the use of the Retained Real Estate for residential, commercial, or office purposes. "Competitive Business" means any commercial or not-for-profit enterprise involving the use of the Retained Real Estate as a group residential facility of any type including by way of example and not by way of limitation a treatment center for delivery of behavioral health services or a nursing home.

ARTICLE VII.

REPRESENTATIONS AND WARRANTIES OF SELLERS AND CLG

As a material inducement to Parent and Merger Sub to enter into this Agreement, to consummate the Merger and to acquire the Real Estate Assets, CLG and the Shareholder each hereby jointly and severally represent and warrant to Parent and Merger Sub, which representations and warranties will be true and correct on the date of Closing the matters set forth in this Article VII. In addition, Beckye Lynn Glasner, individually, acknowledges and agrees that she has read and carefully reviewed all of the representations and warranties set forth in this Article VII, and, to her knowledge, such representations and warranties are true, correct and accurate.

7.1 Organization, Qualification and Authority. CHAD is a corporation duly organized and validly existing under the laws of the State of Tennessee and is in good standing and duly qualified to do business as a foreign corporation in all states required by its Business as set forth on *Exhibit 7.1*, except where the failure to be so qualified would not have a material adverse effect on the Business or results of operations of CHAD. CHAD has full corporate power and authority to own, lease and operate its facilities and assets as presently owned, leased and operated, and to carry on its business as it is now being conducted. CHAD and Sellers each have the full right, power and authority to execute, deliver and carry out the terms of this Agreement and all documents and agreements executed and delivered in connection with this Agreement, to

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consummate the Merger and other transactions contemplated on the part of each such party hereby and to take all actions necessary, in their respective capacities, to permit or approve the actions of each of CHAD and Sellers. The execution, delivery and consummation of this Agreement, and all other agreements and documents executed in connection herewith by each of CHAD and Sellers, have been duly authorized by all necessary action on the part of such parties. No other action, consent or approval on the part of any of CHAD, Sellers or any other person or entity is necessary to authorize due and valid execution, delivery and consummation, of this Agreement and all other agreements and documents executed in connection herewith. This Agreement and all other agreements executed in connection herewith by CHAD and/or Sellers, upon due execution and delivery thereof, will constitute the valid and binding obligations of CHAD and/or Sellers, as the case may be, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity.

CLG is a limited liability company duly organized and validly existing under the laws of the State of Tennessee and is in good standing in the State of Tennessee. CLG conducts no operations and has no property outside the State of Tennessee. CLG has full authority and power to own, lease and operate its facilities and assets as presently owned, leased and operated and to carry on its Business as it is now being conducted. CLG has the full right, power and authority to execute, deliver and carry out the terms of this Agreement and all documents and agreements executed and delivered in connection with this Agreement to consummate the sale of the Real Estate Assets contemplated herein and to take all action necessary to effectuate the consummation of the sale of the Real Estate Assets. The execution, delivery and consummation of this Agreement, and all other agreements and documents executed in connection herewith by CLG and/or its Members have been, or by the date of Closing, will have been duly authorized by all necessary action on the part of such parties. No other action, consent or approval on the part of CLG, its Members, or any other person is necessary to authorize due and valid execution, delivery and consummation, of this Agreement and all other agreements and documents executed in connection with the sale of the Real Estate Assets to the Merger Sub. This Agreement and all other agreements executed in connection herewith by CLG and/or its Members, upon due execution and delivery thereof, will constitute the valid and binding obligations of CLG enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity. A copy of each of the Articles of Organization and the Certificate of Existence of CLG are attached to the opinion of counsel to be supplied by the Sellers pursuant to Section 11.9.

7.2 Capitalization and Stock Ownership; Membership Interest in CLG. Except for the Shareholder, no other person or entity owns or holds, has any interest in, whether legal, equitable or beneficial, or has the right to purchase, any capital stock or other security of CHAD. CHAD has issued and outstanding One Thousand (1,000) shares of its par value common stock which constitute all the issued and outstanding securities of CHAD (the "CHAD Stock"). The CHAD Stock is duly authorized, validly issued, fully paid and nonassessable, and is owned free and clear of any liens, charges, security interests, pledges or other encumbrances other than the lien to Peoples Bank. At Closing. CHAD will not have any outstanding subscriptions, options,

warrants, calls, contracts, convertible securities or other instruments, agreements or arrangements of any nature whatsoever under which CHAD is or may be obligated or compelled to issue any capital stock, security or interest of any kind, or to transfer or modify any right with respect to any capital stock, security or other interest, and, as of the Closing, no one will have any preemptive rights, right of first refusal or similar rights with respect to the CHAD Stock or, other than the Shareholder, any equity interest in CHAD. Neither CHAD nor Shareholder is a party to any, and there exist no, voting trusts, stockholder agreements, pledge agreements or other agreements relating to or restricting the transferability of any shares of the CHAD Stock or equity interests of CHAD.

The Members are also the sole members of CLG.

7.3 Investments. CHAD owns no capital stock, securities, interest or other right or any option or warrant convertible into the same, of any corporation, partnership, limited liability company, joint venture or other business enterprise.

7.4 Absence of Default. The execution, delivery and consummation of this Agreement, and all other agreements and documents executed in connection herewith by CHAD, CLG and Sellers will not constitute a violation of, or be in conflict with, will not, with or without the giving of notice or the passage of time, or both, result in a breach of, constitute a default under, create or cause the acceleration of the maturity of any debt, indenture, obligation or liability affecting CHAD, CLG, the Sellers, the Business. CHAD Assets or Real Estate Assets or rights in the CHAD Stock, result in the creation or imposition of any security interest, lien, charge or other encumbrance upon any of the CHAD Stock, the CHAD Assets or the Real Estate Assets under: (a) any term or provision of the Charter or Bylaws of CHAD or the Operating Agreement of CLG; (b) any contract, lease, purchase order, agreement, document, instrument, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which CHAD, CLG and/or any Seller is a party or by which either CHAD, CLG, any Seller, the CHAD Stock, the CHAD Assets and/or the Real Estate Assets are bound; (c) any judgment, decree, order, regulation or rule of any court or regulatory authority; or (d) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which CHAD, CLG, any Seller, the CHAD Stock, the CHAD Assets and/or the Real Estate Assets are subject.

7.5 Financial Statements.

(1) Attached hereto as *Exhibit 7.5(1)* are true and correct copies of CHAD's compiled balance sheets and income statements for the year ended September 30, 1997 (the "Fiscal Year Financial Statements"), and the interim unaudited balance sheets and income statements of CHAD for the one (1) month period ended October 31, 1997 (the "Interim Financial Statements." which, with the Fiscal Year Financial Statements, will be referred to as the "Financial Statements"). The Financial Statements are based on the books and records of CHAD. Except as set forth in the Interim Financial Statements or on *Exhibit 7.5(1)*. CHAD has, and as of the Closing will have, no material contingent liabilities or obligations, except for such liabilities and obligations (none of which individually or in the aggregate shall be material) which are incurred in the ordinary course of business.

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(2) To the best knowledge of CHAD and the Sellers, the books and records of CHAD are in such order and completeness so that an unqualified audit may be performed for any period prior to Closing not already audited. The Sellers will cooperate in all reasonable respects with the Merger Sub in attempting to perform an audit of CHAD for any period prior to Closing not already audited at Merger Sub's expense.

7.6 Operations since September 30, 1997. Except as set forth in *Exhibit 7.6*, since September 30, 1997 there has been no:

(1) change in the condition of CHAD, financial or otherwise, which has, or could reasonably be expected to have, a material adverse effect on any of the CHAD Assets, the Real Estate Assets, the Business or on the results of the operations of CHAD as a whole;

(2) material loss, damage or destruction of or to any of the CHAD Assets or the Real Estate Assets, whether or not covered by insurance;

(3) sale, lease, transfer or other disposition by CHAD or CLG of, or mortgages or pledges of, or the imposition of any lien, charge or encumbrance (other than taxes and fees imposed by the governmental authorities none of which are delinquent) on, any portion of the CHAD Assets or the Real Estate Assets, except inventory and equipment held for use in the ordinary course of business and the disposal of obsolete assets in non-material amounts in the ordinary course of business;

(4) increase in the compensation payable by CHAD, the Shareholder, officers of directors or any increase in the compensation payable to CHAD to any other employees, independent contractors or agents, or increase in, or institution of, any bonus, insurance, pension, profit-sharing or other employee benefit plan or arrangements made to, for or with the employees, independent contractors or agents of CHAD outside the ordinary course of business. A list of employees and their compensation as of February 10, 1998 is attached hereto as *Exhibit 7.6(4)*;

(5) adjustment or write-off of Receivables or reduction in reserves for Receivables outside of the ordinary course of business, or change in the accounting methods or practices employed by CHAD or change in adopted depreciation or amortization policies;

(6) issuance or sale by CHAD, or contract or other commitment entered into by CHAD or any Seller for the issuance or sale, of any shares of capital stock or securities convertible into or exchangeable for capital stock of CHAD;

(7) payment by CHAD of any dividend, distribution or extraordinary or unusual disbursement or expenditure or intercompany payable other than lease payments to CLG under the CLG Lease (as defined herein) and the conveyance of a garage to the Shareholder as additional compensation to the Shareholder;

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(8) merger, consolidation or similar transaction; or solicitation therefor;

(9) security interest, guarantee or other encumbrance, other than in the ordinary course of business, obligation or liability, in each case whether absolute, accrued, contingent or otherwise, or whether due or to become due, incurred or paid by CHAD to any person or entity; or the making by CHAD of any loan or advance to, or an investment in, any person or entity other than prepayments for goods and services actually used in the Business in non-material amounts made in the ordinary course of business;

(10) federal, state, or local statute, rule, regulation, order or case adopted, promulgated or decided that, to the knowledge of CHAD or the Sellers, materially and adversely affects CHAD, the CHAD Stock, the Business, the CHAD Assets or the Real Estate Assets;

(11) strike, work stoppage or other labor dispute adversely affecting the Business; or

(12) termination, waiver or cancellation of any material rights or claims of CHAD, under any contract of CHAD or otherwise,

7.7 Litigation. Except as disclosed in *Exhibit 7.7*, no person or party including, without limitation, any governmental agency has asserted, or, to the knowledge of CHAD or CLG or Sellers, has threatened to assert, any claim for any action or proceeding, against CHAD or CLG (or any officer, director, employee, agent or Shareholder of CHAD or CLG) arising out of any statute, ordinance or regulation relating to wages, collective bargaining, discrimination in employment or employment practices or occupational safety and health standards (including, without limitation, the Fair Labor Standards Act. Title VII of the Civil Rights Act of 1964, as amended, the Occupational Safety and Health Act, the Age Discrimination in Employment Act of 1967, or the Americans With Disabilities Act or the Family Medical Leave Act of 1993). Neither CHAD nor CLG nor Sellers have received notice of any violation of any law, rule, regulation, ordinance or order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality (including, without limitation, legislation and regulations applicable to environmental protection, civil rights, public health and safety and occupational health). Except as set forth in *Exhibit 7.7*, there are no lawsuits, proceedings, actions, arbitrations, governmental investigations, claims, inquiries or proceedings pending or threatened involving CHAD, CLG, the Sellers, the CHAD Stock, any of the CHAD Assets, the Real Estate Assets or the Business Disclosure of such matters on *Exhibit 7.7* shall not limit or vitiate the indemnity for such pre-Closing claims provided in Article XV.

7.8 Licenses. CHAD has all Licenses necessary for CHAD to operate and conduct the Business, and there does not exist any waivers or exemptions relating thereto, except where the failure to hold such licenses would not have a material adverse effect. There is no material default on the part of CHAD or any other party under any of the Licenses. To the best knowledge of CHAD and the Shareholder, there exists no grounds for revocation, suspension or limitation of any of the Licenses, except to the extent the Merger may have such effect. Copies of each of the Licenses are attached hereto and are listed on *Exhibit 7.8*. No notices have been received by CHAD or either of the Sellers with respect to any threatened, pending, or possible revocation, termination, suspension or limitation of the Licenses.

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7.9 Medicare and Medicaid Matters. To the extent applicable to CHAD, CHAD has complied, and, to CHAD'S best knowledge, as it might relate to CHAD or the Business, each of the providers, if any, with which CHAD contracts (herein a "CHAD Provider") has complied in all material respects with all laws, rules and regulations of the Medicare. Medicaid and other governmental health care programs, and has filed all claims, invoices, returns, cost reports and other forms substantially in the manner prescribed. All cost reports, claims, invoices, filings and other forms made or filed by CHAD, if applicable, and, to CHAD'S best knowledge, made or filed by each CHAD Provider with Medicare. Medicaid or any other governmental health or welfare related entity or any third party payor since the inception of the Business, are in all respects true, complete, correct and accurate in all material respects. To the best of CHAD'S knowledge, no deficiency, either individually or in the aggregate, in any such cost reports, claims, invoices and other filings, including claims for over-payments or deficiencies or for late filings, has been asserted or threatened by any federal or state agency or instrumentality or other provider reimbursement entities relating to Medicare or Medicaid claims or any other third party payor, and there is no reasonable basis known to CHAD or the Sellers for any claims or requests for reimbursement. Neither CHAD nor, to the best of its knowledge, any CHAD Provider has been subject to any audit relating to fraudulent procedures or practices. To the best of CHAD's knowledge, there is no basis for any claim or request for recoupment or reimbursement from CHAD or, to the best of its knowledge, any CHAD Provider, of any federal or state agency or instrumentality or other provider reimbursement entities.

7.10 Title to and Condition of CHAD Assets.

(1) CHAD is the sole legal and beneficial owner of the personal property included in the CHAD Assets, free and clear of all mortgages, security interests, liens, leases, covenants, assessments, easements, options, rights of refusal, restrictions, reservations, defects in title, encroachments, and other encumbrances, except for Permitted Encumbrances. The CHAD Assets are all the assets set forth on the Interim Financial Statements or currently used in the operation of the Business. The description of the Real Estate Assets and retained Easement contained in *Exhibit 6.1(g)* is based on the Survey and includes all real property leased from CLG pursuant to the CLG lease attached hereto as *Exhibit 7.10(1)* (the "CLG Lease"). Subject to the CLG Lease, CLG is in lawful possession of the Real Estate Assets including without limitation the buildings, structures and improvements situated thereon and appurtenances thereto, free of all mortgages, liens, and other encumbrances and restrictions except for Permitted Encumbrances.

(2) CHAD is in lawful possession of all the Real Estate Assets including, without limitation, the buildings, structures and improvements situated thereon and appurtenances thereto, in each case free and clear of all mortgages, liens and other encumbrances or restrictions, except for Permitted Encumbrances and the CLG Lease.

(3) The Equipment and Furnishings are all of the "Equipment" reflected on the Interim Financial Statements, other than those items sold and replaced in the ordinary course of business. All of the Equipment and Furnishings in all material respects (a) operate in accordance

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with their intended use, (b) perform the functions they are used for by CHAD, (c) are free of known structural, installation, engineering, or mechanical defects or problems, and (d) are otherwise in good working order. Neither CHAD nor CLG has received any written recommendation from any insurer to repair or replace any of the material CHAD Assets or Real Estate Assets with which CHAD has not complied to the best of its understanding of each such recommendation.

(4) All motor vehicles used in the Business, whether owned or leased, are listed in *Exhibit 1.2(2)* attached hereto, are properly licensed and are registered in accordance with applicable law. If such vehicles are leased, the leases are in full force and effect, and CHAD has complied with all terms of such leases in all material respects,

(5) All trademarks, service marks, trade names, patents, inventions, processes, copyrights and applications therefor, whether registered or at common law (collectively, the "Intellectual Property"), owned or used by CHAD are listed and described in *Exhibit 7.10(5)* attached hereto. No proceedings have been instituted or are pending that have been served on the Sellers or CHAD or as to which any of them has actual notice or, to the knowledge of CHAD or either of the Sellers, threatened that challenge the validity of the ownership by CHAD of any such Intellectual Property. CHAD has licensed no one to use any such Intellectual Property, and neither CHAD nor the Sellers has any knowledge of the use or the infringement of any of such Intellectual Property by any other person. CHAD owns or possesses adequate and enforceable licenses or other rights to use all Intellectual Property now used in the conduct of the Business, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity,

7.11 Contracts.

(1) *Exhibit 7.11(1)* sets forth a complete and accurate list of all material provider agreements, service agreements or other similar agreements comprising the Business, together with all contracts, leases, subleases, options and commitments, oral or written, and all assignments and amendments thereof, affecting or relating to the Business, the CHAD Stock or any CHAD Asset or any interest therein, to which CHAD, CLG and/or either of the Sellers is a party or by which CHAD, the CHAD Assets, the Real Estate Assets or the Business is bound or affected (collectively, the "Contracts"). *Exhibit 7.11(1),* as well as the term "contracts", may exclude Contracts involving annual amounts of $5,000,00 or less. Accurate, complete and unredacted copies of all written Contracts will be made a part of *Exhibit 7.11(1)* which also includes written summaries of key terms of all oral Contracts.

(2) Except as reflected in *Exhibit 7.11(2),* and except for consents required as a result of the Merger and other transactions contemplated herein, a list of which consents is included in *Exhibit 7.11(2),* none of the Contracts has been modified, amended, assigned or transferred and each is in full force and effect and is valid, binding and enforceable in accordance with its respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity. No event or condition has happened or presently exists which constitutes a default or

breach or, after notice or lapse of time or both, would constitute a default or breach by any party under any of the Contracts. To the best knowledge of the Sellers, there are no counterclaims or off sets under any of the Contracts.

(3) Except as therein stated, there does not exist any security interest, lien, encumbrance or claim of others created or suffered to exist on any interest created under any of the Contracts. No purchase commitment by CHAD is in excess of CHAD's ordinary and/or reasonably anticipated business requirements.

(4) *Exhibit 7.11(4)* lists every repair and maintenance obligation of CHAD or CLG pursuant to the Contracts over $10,000.00 required to be performed on or before the Closing, if any, but which will remain unperformed at the Closing.

7.12 Environmental Matters.

(1) Hazardous Substances. As used in this Section 7.12(1). the term "Hazardous Substances" means any hazardous or toxic substances, materials or wastes, including but not limited to those substances, materials, and wastes defined in Paragraph 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances pursuant to 40 CFR Part 302, or which are regulated under any other Environmental Law (as such term is defined herein), and any of the following: hydrocarbons, petroleum and petroleum products (except as they exist in the ordinary course of business and in material compliance with Environmental Law, asbestos, polychlorinated biphenyls, formaldehyde, radioactive substances (other than naturally occurring materials in place), flammables and explosives.

(2) Compliance with Laws and Regulations. All operations or activities on, and any use or occupancy of any property owned leased or managed by CHAD or CLG, any Affiliates of CHAD or CLG (wherein the term "Affiliates" will mean any person or entity controlling, controlled by or under common control at any time with CHAD or CLG, and the term "control" will mean the power, directly or indirectly to direct the management or policies of such person or entity), and any agent, contractor or employee of any agent or contractor of CHAD or CLG or their respective Affiliates ("Agents"), or to the knowledge of either of the Sellers (including any tenant or subtenant of CHAD or CLG) is and has been in compliance with any and all laws, regulations, orders, codes, judicial decisions, decrees, licenses, permits and other applicable requirements of governmental authorities with respect to Hazardous Substances, pollution or protection of human health and safety (collectively, "Environmental Laws"), including but not limited to the release, emission, discharge, storage and removal of Hazardous Substances, CHAD or CLG, Affiliates and Agents have kept the property owned, leased or managed by CHAD or CLG free of any lien imposed pursuant to Environmental Laws. To the knowledge of CHAD, CLG and each of the Sellers, all prior owners, operators, managers and other occupants of such premises have complied with Environmental Law. Except for uses and storage or presence of Hazardous Substances reasonably necessary or incidental to the customary operation of a business similar to the Business, as appropriate which, if required, was stored or present in material compliance with Environmental Law;

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(a) CHAD utilizes commercially available cleaning and waxing materials, gasoline, diesel fuel, and sewage treatment chemicals in the operation of the Business. Other than these materials, which are transported, stored, utilized and disposed of in the ordinary course of Business in compliance with Environmental Law and except as reflected in the Environmental Reports (as defined herein), neither CHAD, CLG nor the Sellers nor any employees or persons hired by any of the foregoing have used, generated, treated, handled, manufactured, voluntarily transmitted or stored any Hazardous Substances on any property owned or leased by CHAD, including the Real Estate Assets, or in connection with the Business, nor, to the knowledge of CHAD, CLG or either of the Sellers, has any premises owned, leased or managed by CHAD or CLG ever been used for any of the foregoing; and

(b) Neither CHAD nor CLG nor any Affiliates or Agents have installed on any premises owned, leased or managed by CHAD or CLG friable asbestos or any substance containing asbestos in condition or amount deemed hazardous by Environmental Law; and

(c) Neither CHAD nor CLG has at any time engaged in any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of such Hazardous Substances that would subject CHAD, CLG, either of the Sellers or Merger Sub to clean-up obligations imposed by governmental authorities; and

(d) To the knowledge of the Sellers, neither CHAD nor CLG nor the prior owners of any premises owned, leased or managed by CHAD or CLG (i) have either received or been issued a notice, demand, request for information, citations, summons or complaint regarding an alleged failure to comply with Environmental Law, or (ii) is subject to any existing, pending, or, to the knowledge of CHAD, CLG or either of the Sellers, threatened investigation or inquiry by any governmental authority for noncompliance with, or any remedial obligations under Environmental Law. and there are no circumstances known to CHAD, CLG or either of the Sellers which could serve as a basis therefor. Neither CHAD nor CLG has assumed any liability of a third party for clean-up under or noncompliance with Environmental Law; and

(e) CHAD or CLG or their respective Affiliates or Agents have not transported or arranged for the transportation of any Hazardous Substances to any location which is listed or, to the knowledge of CHAD, CLG or either of the Sellers, proposed for listing under Environmental Law or is the subject of any enforcement action, investigation or other inquiry under Environmental Law.

(3) Other Environmental Matters. CHAD has furnished or caused to be furnished to counsel to the Merger Sub the environmental report that CLG obtained prior to the acquisition of the Real Estate Assets, and CHAD has cooperated with the Parent and its agents in the engineering and environmental audit conducted by them in connection with the transaction and the acquisition of the Real Estate Assets by the Merger Sub, The environmental report obtained by CHAD and the environmental report obtained by Merger Sub constitute the “Environmental Reports.”

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(4) Environmental Reports. Notwithstanding anything contained in this Section 7.12. CHAD shall hot be liable to the Merger Sub or to the Parent for any matters disclosed in the Environmental Reports,

7.13 CHAD Employees.

(1) *Exhibit 7.13(1)(a)* attached hereto sets forth: (i) a complete list of all of CHAD's employees, (ii) their respective rates of pay, (iii) the employment dates and job titles of each such person, (iv) categorization of each such person as a full-time or part-time employee of CHAD, (v) the amount of accrued vacation with respect to such person, and (vi) the amount of accrued sick pay with respect to such person. For purposes of this paragraph, "part-time employee" means an employee who is employed for an average of fewer than twenty (20) hours per week or who has been employed for fewer than six (6) of the twelve (12) months preceding the date on which notice is required pursuant to the "Worker Adjustment and Retraining Notification Act" ("WARN"). 29 U.S.C. §2102, et seq. Except as provided in *Exhibit 7.13(1)(a)*, CHAD has no employment agreements with its employees and all such employees are employed on an "at will" basis. *Exhibit 7.13(1)(b)*(i) contains a list and copies of all employee fringe benefits and personnel policies, and (ii) lists all ex-employees of CHAD utilizing or eligible to utilize COBRA. CHAD has or prior to Closing will have adequately accrued and included in the Financial Statements, all salaries and wages, related payroll taxes and all sick leave, holiday, vacation benefits, retirement and other fringe benefits that will have accrued to CHAD's employees through the Closing Date, including related payroll taxes.

(2) CHAD is not a party to any labor contract, collective bargaining agreement, contract, letter of understanding, or any other arrangement, formal or informal, with any labor union or organization that obligates CHAD to compensate employees at prevailing rates or union scale, nor are any of its employees represented by any labor union or organization. There is no pending or, to the knowledge of CHAD or either of the Sellers, threatened labor dispute, work stoppage, unfair labor practice complaint, strike, administrative or court proceeding or order between CHAD and any present or former employee(s) of CHAD, Except as provided in *Exhibit 7.13(2)*, there is no pending or, to the knowledge of CHAD or either of the Sellers, threatened suit, action, investigation or claim between CHAD and any present or former employee(s) of CHAD, other than unemployment claims filed and/or pending from time to time in the ordinary course of business. To the best knowledge of either of the Sellers, there has not been any labor union organizing activity with respect to CHAD's employees.

7.14 Employee Benefit Plans.

(1) Benefit Plans. Except for health and life insurance plans offered in the ordinary course of Business (if and to the extent such plans may be considered, for any purpose, to be an "employee welfare benefit plan"). CHAD has not instituted any (a) "employee welfare benefit plan" (as defined in Paragraph 3(1) of the Employee Retirement Income Security Act of

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1974 as amended ("ERISA")) maintained by CHAD or to which CHAD contributes or is required to contribute, and (b) "employee pension benefit plan" (as defined in Paragraph 3(2) of ERISA) maintained by CHAD, to which CHAD contributes or is required to contribute, or which covers employees of such CHAD during the period of their employment with any predecessor of CHAD, including any multi-employer pension plan as defined under The Code Paragraph 414(f) (such employee welfare benefit plans and pension benefit plans being hereinafter collectively referred to as the "Benefit Plans"). Copies of all Benefit Plans and health and life insurance plans have previously been provided to Merger Sub.

(2) Liabilities. There are no unfunded liabilities under any Benefit Plan.

7.15 Insurance. CHAD has in effect and has for at least five (5) years or the period of its existence, whichever is less, continuously maintained insurance coverage for all of its operations, personnel and assets, and for the CHAD Assets and the Business. A complete and accurate list of ail current insurance policies is included in *Exhibit 7.11(1)*. *Exhibit 7.15* attached hereto sets forth a summary of CHAD'S current insurance coverage (listing type, carrier and limits), includes a list of any pending insurance claims relating to CHAD or the Business, and includes a recent three (3)-year claims history relating to CHAD and the Business as prepared by the applicable insurance carrier(s). To the best of its knowledge. CHAD is not in default or breach with respect to any provision contained in any such insurance policies, nor has CHAD failed to give any notice or to present any claim thereunder in due and timely fashion.

7.16 Conflicts of Interest. Except as set forth on *Exhibit 7.16*, none of the following is either a supplier of goods or services to CHAD, or directly or indirectly controls or is a director, officer, employee or agent of any corporation, firm, association, partnership or other business entity that is a supplier of goods or services to CHAD: (a) either of the Sellers, (b) any director or officer of CHAD, or (c) any entity under common control with CHAD or controlled by or related to either of the Sellers.

7.17 Compliance with Laws. Neither CHAD nor either of the Sellers has made any kickback or bribe to any person or entity, directly or indirectly, for referring, recommending or arranging business with, to or tor CHAD. CHAD is in material compliance (without obtaining waivers, variances or extensions) with all federal, state and local laws, rules and regulations that relate to the operations of the Business, except where the failure to be in compliance would not have a material adverse effect on the Business. All tax and other returns, reports, plans and filings of any nature required to be or otherwise filed by CHAD or either of the Sellers with any governmental authorities have been properly completed, except where the failure to be so completed or filed could not have a material adverse effect on the Business, and timely filed in compliance with all applicable requirements. Each return, report, plan and filing contains no materially untrue or misleading statements and does not omit anything which would cause it to be misleading or inaccurate in any material respect. The final tax return for CHAD shall be prepared and timely filed by the Merger Sub with such assistance from the Shareholder's and CHAD'S respective accountants as Merger Sub may require at Merger Sub's reasonable expense as to the accountants and such taxes shall be paid by Merger Sub with any excess or shortfall to be adjusted on the Final Closing Statement.

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7.18 WARN. Since ninety (90) days prior to Effective Date, CHAD has not temporarily or permanently closed or shut down any single site of employment or any facility or any operating unit, department or service within a single site of employment, as such terms are used in WARN.

7.19 Tax Returns; Taxes. CHAD and each of Sellers have filed all federal, state and local tax returns and tax reports required by such authorities to be filed as of the time of Closing. CHAD and each of the Sellers, as applicable, have paid or accrued for all material taxes, assessments, governmental charges, penalties, interest and fines due as of the time of Closing (including, without limitation, taxes on properties, income, franchises, licenses, sales and payrolls) by any governmental authority. Additionally, the reserves for taxes, if any, shown in the Final Closing Statement are and will be adequate to accurately reflect all material tax liabilities accrued or owing as of the Closing. Except as set forth on *Exhibit 7.19*, there is no pending tax examination or audit of, nor any action, suit, investigation or claim asserted or to the knowledge of CHAD or either of the Sellers, threatened against CHAD or either of the Sellers by any governmental authority; and neither CHAD nor either of the Sellers has been granted any extension of the limitation period applicable to any tax claims.

7.20 Accredited Investor. Shareholder hereby represents and warrants to the Parent and Merger Sub that he is an "Accredited Investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933. Shareholder represents that he has the requisite experience, knowledge and sophistication necessary to evaluate and make an informed decision about the investment being made by him in the Merger by virtue of the receipt of the Parent Common Stock. Shareholder acknowledges he has been provided complete access to all records of the Parent which it has requested, as well as to its properties and executive employees as Shareholder may have requested. In addition to the information and disclosures of the SEC Reports (as defined in Section 8.3), the Shareholder acknowledges that he has had the opportunity to ask questions and receive answers from executive employees of the Parent about the Parent, its business and his investment in the Parent Common Stock.

7.21 Purchase for Investment; Restrictions on Transfer. The Shareholder acknowledges that he is acquiring the Parent Common Stock for his own account and not with a view to or present intention of distribution thereof in violation of the Securities Act of 1933, as amended, or any state securities or blue sky laws. The Parent Common Stock will not be disposed of in contravention of any such laws. The Shareholder also acknowledges that, although there exists a public market for registered shares of the Parent Common Stock, the Parent Common Stock being received by him as Merger Consideration has not been registered under any securities laws and, therefore, cannot be sold and must be held indefinitely, unless subsequently registered under applicable securities laws or unless an exemption from such registration is available. The Shareholder acknowledges and agrees that certificate(s) representing the Parent Common Stock issued as Merger Consideration will contain the following legend:

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The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, or any state securities laws. The securities have been acquired without a view to distribution and may not be offered, sold, transferred, pledged or hypothecated, whether or not for consideration, in the absence of registration under the Securities Act of 1933, as amended, and applicable state securities laws or written opinion of counsel in customary form addressed to Children's Comprehensive Services, Inc. that registration is not required.

Notwithstanding the foregoing requirements concerning registration or an opinion of counsel, no such registration or opinion of counsel shall be required in the event that the Shareholder returns shares of Parent Common Stock to Merger Sub or Parent pursuant to Section 3.2 of this Agreement.

7.22 Solvency. None of CHAD, CLG or the Shareholder are insolvent nor will any such party be rendered insolvent by the execution delivery or performance of this Agreement.

ARTICLE VIII.

REPRESENTATIONS AND WARRANTIES OF MERGER SUB AND PARENT

As an inducement to each of the Members, CHAD and CLG to enter into this Agreement and to consummate the transactions contemplated hereunder. Merger Sub and Parent each hereby represent and warrant to each of the Members, to CHAD and to CLG, which representations and warranties will be true and correct on the date of Closing, as follows:

8.1 Organization, Qualification and Authority. Merger Sub and Parent are corporations duly organized, validly existing and in good standing under the laws of the State of Tennessee (the "CCSI Companies"). Each of the CCSI Companies has the full corporate power and authority to own, lease and operate its properties and assets as presently owned, leased and operated and to carry on its business as it is now being conducted. The CCSI Companies have the full right, power and authority to execute, deliver and carry out the terms of this Agreement and all documents and agreements relating to this Agreement and to consummate the Merger and other transactions contemplated on the part of Merger Sub and Parent hereunder. The execution, delivery and consummation of this Agreement and all other agreements and documents executed in connection herewith by the CCSI Companies have been duly authorized by all necessary corporate action and shareholder action on the part of each and all of the respective CCSI Companies. No other action on the part of any CCSI Companies or any other person or entity is necessary to authorize the execution, delivery, consummation and/or performance of this Agreement and all other agreements and documents executed in connection herewith. This Agreement, and all other agreements and documents executed in connection herewith by the CCSI Companies, upon due execution and delivery thereof, will constitute the valid and binding obligations of the respective CCSI Companies, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar

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laws affecting creditors' rights generally and by general principles of equity. Copies of the Certificates of Existence of each of the CCSI Companies are attached to the opinion of counsel to be supplied by such companies pursuant to Section 13.5.

8.2 Absence of Default. The execution, delivery and consummation of this Agreement and all other agreements and documents executed in connection herewith by the CCSI Companies will not constitute a violation of, be in conflict with, or, with or without the giving of notice or the passage of time, or both, result in a breach of, constitute a default under (or cause the acceleration of the maturity of) or create any debt, indenture, obligation or liability affecting any CCSI Companies or result in the creation or imposition of any security interest, lien, charge or other encumbrance upon any of the assets of any thereof (except in the ordinary course of Parent's business pursuant to the credit agreement, if any, of the Parent) under: (a) any term or provision of the Charter or Bylaws of any of the CCSI Companies; (b) any contract, lease, agreement, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which any of the CCSI Companies is a party or by which any of them (or any of their respective properties) is bound; (c) any judgment, decree, order, regulation or rule of any court or regulatory authority, or (d) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which any of the CCSI Companies is subject.

8.3 SEC Reports. The Merger Sub has furnished to the Shareholder true and complete copies of Parent's Annual Report on Form 10-K for the fiscal year ended June 30, 1997, its Quarterly Reports on form 10-Q for the fiscal quarter ended September 30, 1997 and its proxy materials for the most recently held annual meeting of shareholders (the "SEC Reports") as such reports were filed with the Securities and Exchange Commission (the "SEC"). The SEC Reports, at the time such SEC Reports were filed, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and since then. Parent and its affiliates have not suffered any material adverse change in their business. The Parent has timely filed all reports and other matters required to be filed by it with the SEC and all Stock Exchanges. Insofar as the Parent is concerned, Rule 144 is available to its shareholders who qualify to use such safe harbor and will be available to the Shareholder after the Merger.

8.4 Shares to be Issued. The Shares of Parent Common Stock to be issued and delivered pursuant to this Agreement will be duly and validly issued, fully paid and non-assessable.

8.5 WARN. It is the present intention of the Parent to continue employment of employees of CHAD under current arrangements, subject, however, to the Merger Sub's rights to hire and discharge employees from time to time in the ordinary course of business.

8.6 Solvency. Neither the Parent nor the Merger Sub is insolvent nor will either be rendered insolvent by the execution, delivery, consummation or performance of this Agreement.

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8.7 Nature of Merger Transaction: Control of Merger Sub: Consideration for Merger. Prior to the Merger, Parent will own all of the issued and outstanding capital stock of Merger Sub and will be in control of the Merger Sub within the meaning of Section 368(c)(1) of the Code, Following the Merger. Merger Sub will not issue additional shares of its stock that would result in Parent losing control of the Merger Sub within the meaning of Section 368(c)(1) of the Code. The Merger is being consummated pursuant to the plan of reorganization reflected in this Agreement (or a summary form of such agreement approved by CHAD) and no Merger Sub stock is being issued as part of the Merger Consideration.

ARTICLE IX.

COVENANTS OF PARTIES

9.1 Certificate of Incorporation and Bylaws of CHAD: Capitalization. From the date of this Agreement until Closing, the Certificate of Incorporation and Bylaws of CHAD shall not be changed. CHAD shall not change its authorized or issued capital stock, declare or pay any dividend, or issue, encumber, purchase, or otherwise acquire, any of its capital stock.

9.2 Approval by Shareholder. CHAD will submit this Agreement for approval by the Shareholder with a favorable recommendation by its board of directors and will use its best efforts to obtain requisite shareholder approval,

9.3 Approval by Members. The Members of CLG shall take such action as necessary under the CLG Operating Agreement to approve of this Agreement.

9.4 Preservation of Business and CHAD Assets. From the date of this Agreement until Closing, CHAD and the Shareholder will use their best efforts and will do or cause to be done all such acts and things as may be reasonably necessary to preserve, protect and maintain intact the operation of the Business and CHAD Assets as a going concern consistent with prior practice and not other than in the ordinary course of business, to preserve, protect and maintain for Merger Sub the goodwill of the suppliers, employees, clientele and others having business relations with CHAD or the Business. CHAD will use its reasonable commercial efforts to retain its employees in their current positions up to Closing, Until termination of this Agreement, neither CHAD nor the Shareholder will sell, transfer or pledge, or negotiate the sale, transfer or pledge of, either any of the CHAD Assets or CHAD Stock or other security of CHAD, nor merge or consolidate with any other entity; neither CHAD nor the Shareholder will solicit any inquiries, proposals or offers relating to any such transactions; and such parties will promptly notify Merger Sub orally, and confirm in writing, of all relevant details relating to inquiries, proposals or offers that any may receive relating to any such matters. CHAD will pay no dividend, and will make no distribution or extraordinary payment to Shareholder or any third party or pay any intercompany payable and, other than in the ordinary course of business. CHAD will not sell, discard or dispose of any of the CHAD Assets except in the ordinary course of business consistent with past practice or as may be required by law. None of the Contracts will be amended in any material respect, other than to obtain any needed consents to the exchange of the CHAD Stock

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contemplated in the Merger between the date hereof and Closing without the prior written consent of Merger Sub of Parent, and CHAD will not enter into any new material contract, commitment or other transaction with respect to the Business or the CHAD Assets without the prior written consent of Merger Sub. From the Effective Date until Closing, CHAD will maintain and keep the CHAD Assets in a well-maintained condition and in good order and repair in accordance with past practices.

9.5 Books and Records.

(1) From the date hereof until the Closing, CHAD will maintain its books of account in the usual, regular and ordinary manner on a basis consistent with prior years and will make no change in its accounting methods or practices.

(2) Until Closing, CHAD and the Shareholder will give to Merger Sub full access to all of CHAD's offices, properties, books, contracts, commitments, records and affairs relating to the CHAD Stock, CHAD Assets or the Business so that Merger Sub or Parent may inspect and audit them and will furnish to Merger Sub a copy of all documents and information concerning the properties and affairs of CHAD, the Business, the CHAD Stock or the CHAD Assets as Merger Sub may reasonably request. If any such books, records and materials are in the custody of third parties, CHAD and the Shareholder will direct such third parties to promptly provide them to Merger Sub. No costs attributable to complying with requests or directives hereunder from any of the CCSI Companies shall cause a reduction in the Merger Consideration,

(3) Following the Closing, Parent will permit the Shareholder, during normal business hours, to have reasonable access to, and examine and make copies of, all books and records of the Business that relate to transactions or events occurring prior to the Closing. All out-of-pocket costs associated with the copying of the requested documents will be paid by the Shareholder, No costs attributable to complying with requests or directives hereunder from any of the CCSI Companies shall cause a reduction in the Merger Consideration.

(4) The Shareholder will use reasonable efforts to cause CHAD's accounting firm to consent to the inclusion of the Financial Statements in any registration statements, private placement memoranda, and periodic reports, if any. necessary or appropriate in order to enable Parent or any Parent Affiliates to comply with any applicable registration or reporting requirements of federal or state securities laws.

9.6 Preserve Accuracy of Representations and Warranties. The Members, CHAD and CLG will each refrain from knowingly taking any action which would render any representation and warranty contained in this Agreement untrue, inaccurate or misleading in any material respect as of Closing. Each Member, CHAD and CLG will promptly notify Merger Sub of any lawsuit, claim, audit, investigation, administrative action or other proceeding asserted or commenced against CHAD or its directors, officers, or shareholder, or against CLG or its Members, that may involve or relate in any way to CHAD, CLG, the CHAD Assets, the Real Estate Assets, the CHAD Stock, or the operation of the Business promptly upon receiving actual notice thereof. Each Member, CHAD and CLG will promptly notify Merger Sub of any facts or

circumstances that come to his, her or its actual attention and that cause, or through the passage of time may cause, any of Shareholder's, CHAD's or CLG's representations, warranties or covenants to be untrue or misleading in any material respect at any time from the date hereof through Closing.

9.7 Broker's or Finder's Fee. No party has retained, utilized, or received the services, or is liable for the payment of any fee, to any finder, broker, government official or similar person in connection with the transactions contemplated under this Agreement.

9.8 Indebtedness: Liens. Other than in the ordinary course of business, from the date of this Agreement through Closing, neither CHAD nor CLG will create, incur, assume, guarantee or otherwise become liable or obligated with respect to any indebtedness for borrowed money, nor make any loan or advance to, or any investment in, any person or entity, nor create any lien, security interest, mortgage, right or other encumbrance in any of the CHAD Assets, without Parent's or Merger Sub's prior written approval. At Closing, subject only to the Peoples Bank debt and liens, which are to be paid pursuant to the consummation of the purchase of the Real Estate Assets as described in this Agreement, the CHAD Assets will be free and clear of all mortgages, security interests, liens, leases, covenants, assessments, easements, options, rights of first refusal, restrictions, reservations, defects in title, encroachments or other encumbrances, except for Permitted Encumbrances, and Shareholder will deliver to Merger Sub such pay-off letters, releases. U.C.C. termination statements and other documents as Merger Sub may reasonably request to evidence the same.

9.9 Compliance with Laws and Regulatory Consents. From the date hereof through Closing, (a) CHAD and CLG will each comply with all applicable statutes, laws, ordinances and regulations in all material respects, (b) CHAD will keep, hold and maintain all Licenses necessary for the Business and operation of the CHAD Assets, (c) upon request, the Shareholder, CHAD and CLG will use their respective reasonable efforts (at Parent's expense) to obtain all consents, approvals, exemptions and authorizations of third parties, whether governmental or private, necessary to consummate the transactions contemplated by this Agreement, and (d) the Shareholder, CHAD, CLG, and each of the CCSI Companies will make and cause to be made all filings and give and cause to be given all notices which may be necessary on their parts, respectively, under all applicable laws and under their respective contracts, agreements and commitments in order to consummate the transactions contemplated under this Agreement.

9.10 Maintain Insurance Coverage. From the date hereof through Closing, CHAD will maintain in full force and effect the existing insurance on the CHAD Assets and the operations of the Business and will provide at Closing written evidence reasonably satisfactory to Merger Sub that such insurance continues to be in effect, that all premiums due have been paid.

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ARTICLE X.

CHAD'S AND SELLERS' CONDITIONS TO CLOSE

The respective obligations of CHAD, CLG and the Sellers under this Agreement are subject to the satisfaction on or prior to Closing, of the following conditions (which may be waived in writing by CHAD, CLG or either of the Sellers (individually, collectively, or in any capacity whatsoever), in whole or in part):

10.1 Representations and Warranties True at Closing; Compliance with Agreement. The representations and warranties of the CCSI Companies contained in this Agreement and in any certificate or document delivered pursuant hereto will be deemed to have been made again at the Closing and will then be true in all material respects. Each of the CCSI Companies will have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at Closing and both the Merger Consideration and the Cash Consideration shall have been paid.

10.2 No Action/Proceeding. No action or proceeding before a court or any other governmental agency or body will have been instituted or threatened to restrain or prohibit the transactions hereunder contemplated, and no governmental agency or body or other entity will have taken any other action or made any request of CHAD, CLG, any of the Members or any the CCSI Companies as a result of which CHAD, CLG or any of the Members reasonably and in good faith deem that to proceed with the transactions hereunder may constitute a violation of law, rule, or regulation, or any judicial, administrative or regulatory order.

10.3 Order Prohibiting Transaction. No order will have been entered in any action or proceeding before any court or governmental agency, and no preliminary or permanent injunction by any court will have been issued which would have the effect of (a) making the transactions contemplated under this Agreement illegal or violative of such order, or (b) otherwise preventing consummation of the Merger or the sale of the Real Estate Assets. There will have been no United States federal or state statute, rule or regulations enacted or promulgated after the date of this Agreement that would or could reasonably be expected, directly or indirectly, result in any of the consequences referred to in this Section 10.3.

10.4 Employment Agreement. The Shareholder and the Parent have executed the employment contract (the "Employment Contract") attached hereto as *Exhibit 10.4* and the same has become effective (or specified to become effective as of the Closing).

10.5 Other Matters, Etc. None of the CCSI Companies shall be in material breach of this Agreement and all of the CCSI Companies shall have fully performed under, and paid all of the consideration specified in, this Agreement. CHAD, CLG, and each of the Members shall have received the opinion of counsel to the CCSI Companies specified in Section 13.5.

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ARTICLE XI.

CCSI COMPANIES' CONDITIONS TO CLOSE

The obligations of the CCSI Companies under this Agreement are subject to the satisfaction, on or prior to Closing, of the following conditions (which may be waived in writing by the respective the CCSI Companies, as applicable, in whole or in part):

11.1 Representations and Warranties True at Closing: Compliance with Agreement. The representations and warranties of CHAD, CLG, and the Members contained in this Agreement (including the Exhibits hereto) and in any certificate or document delivered pursuant hereto will be deemed to have been made again at the Closing and will then be true in all material respects. Each of CHAD, CLG and the Members will have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by such person or entity prior to or at Closing.

11.2 No Action/Proceeding. No action or proceeding before a court or any other governmental agency or body will have been instituted or threatened to restrain or prohibit the transactions hereunder contemplated, and no governmental agency or body or other entity will have taken any other action or made any request of CHAD, CLG, any of the Members or any of the CCSI Companies as a result of which the Parent reasonably and in good faith deems that to proceed with the transactions hereunder may constitute a violation of law, rule, or regulation, or any judicial, administrative or regulatory order.

11.3 Order Prohibiting Transaction. No order will have been entered in any action or proceeding before any court or governmental agency, and no preliminary or permanent injunction by any court will have been issued which would have the effect of (a) making the transactions contemplated under this Agreement illegal or violative of such order, or (b) otherwise preventing consummation of the Merger or the sale of the Real Estate Assets. There will have been no United States federal or state statute, rule or regulations enacted or promulgated after the date of this Agreement that would or could reasonably be expected, directly or indirectly, result in any of the consequences referred to in this Section 11.3.

11.4 Other Matters, Etc. None of CHAD, CLG, or the Members shall be in material breach of this Agreement and all of them shall have fully performed those parts of this Agreement specified in this Agreement for their performance at or prior to Closing.

11.5 Due Diligence: Inspection of CHAD Assets: U.C.C. Searches, Etc. Merger Sub and its representatives will have had and continue to have reasonable rights of inspection of the Business in connection with Merger Sub's due diligence review as provided herein. Merger Sub shall have received the cooperation of CHAD, CLG, and the Members in obtaining all information that it reasonably desired to obtain in order to effectively evaluate CHAD, the Business, the CHAD Assets and the Real Estate Assets.

11.6 Noncompetition Agreements. The Shareholder will have executed the Employment Contract specified in Section 10.4, which contract provides that the Shareholder shall not compete with the Merger Sub for a period of five (5) years from the date of Closing in the Geographic Area. As used herein, the term "Geographic Area" means the states in which the CCSI Companies are doing business as of the date of this Agreement which states are Montana, Michigan, Utah, California, Texas, Florida, Louisiana, Arkansas, Alabama and Tennessee.

11.7 Licenses and Permits. The Merger Sub shall have obtained, after reasonable efforts, all necessary health care or other licenses, permits and approvals, if any, necessary for the continued operation of the Business of CHAD as operated prior to Closing or shall have otherwise procured assurances acceptable to the Merger Sub that such licenses and permits will be issued in due course following Closing.

11.8 Consents. Prior to Closing, Shareholder shall have obtained the consents required to consummate the Merger, the sale of the Real Estate Assets to the Merger Sub and other transactions contemplated herein and involving the agreements listed on *Exhibit 7.11(2)*.

11.9 Opinion of CHAD's Counsel: Opinion of CLG's Counsel. Parent and Merger Sub shall have received a favorable opinion, dated as of the Closing, of counsel for CHAD, the Members and for CLG, in the form of the attached *Exhibit 11.9* to the effect that:

(1) This Agreement has been duly authorized, executed and delivered by each of CHAD, CLG and each of the Members and (assuming that it is enforceable against the CCSI Companies) constitutes the legal, valid and binding obligation of each such party enforceable against each of them in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity;

(2) The Board of Directors of CHAD has duly and lawfully approved the Merger;

(3) The shares of Common Stock of CHAD outstanding immediately prior to the Closing of the Merger are validly authorized and issued and duly paid and non-assessable; and

(4) Neither the execution and delivery of this Agreement, nor performance hereunder, will conflict with, or result in a breach of the terms, conditions, or provisions of, or constitute a default under, CHAD's Certificate of Incorporation or Bylaws or any agreement, instrument, judgment, decree, regulation or other restriction known to such counsel to which CHAD is a party or by which it is bound,

(5) Neither the execution and delivery of this Agreement nor performance hereunder will conflict with or result in a breach of the terms, conditions, provisions of or constitute a default under. CLG's Articles of Organization or Operating Agreement or any agreement, instrument, judgment, decree, regulation or other restriction known to such counsel to which CLG is a party or by which it is bound.

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ARTICLE XII.

OBLIGATIONS OF CHAD, CLG AND SHAREHOLDER AT CLOSING

At Closing, CHAD and the Shareholder will deliver or cause to be delivered to Merger Sub the following in form and substance reasonably satisfactory to Merger Sub:

12.1 Documents Effecting Closing. CHAD, CLG and the Members will execute, acknowledge, deliver and cause to be executed, acknowledged and delivered to Merger Sub all documents reasonably requested by the Parent as being necessary to effect the Merger including resignations of each member of the Board of Directors and each officer of CHAD effective as of the Closing, together with the other documents and instruments specified in this Agreement.

12.2 Opinion of Counsel. The Shareholder will cause to be delivered to Merger Sub an opinion of counsel, dated as of Closing, in the form specified in Section 11.8 hereof.

12.3 Corporate Good Standing and Corporate Resolution. CHAD and CLG will, respectively, deliver all certificates of public officials (exclusive of any approval of licensing authorities), resolutions and consents reasonably required of them to evidence the lawful approval by them, respectively, of the Merger and the sale of the Real Estate Assets.

12.4 Closing Certificate. CHAD, CLG and the Shareholder will each deliver to Merger Sub a certificate or certificates of an officer of CHAD, of the members of CLG the Shareholder, dated as of Closing, certifying that (a) each covenant and obligation of CHAD, CLG and the Members have been complied with in all material respects and (b) each representation and warranty contained therein of CHAD, CLG and the Members, respectively, is true and correct in all material respects at the Closing as if made on and as of the Closing.

12.5 Third Party Consents. The Shareholder and CLG, as applicable, will deliver to Merger Sub by Closing all consents, including those listed on *Exhibit 7.11(2)*, as provided in Section 11.8, estoppels, approvals, releases, pay-off letters (including a payoff letter from Peoples Bank in form attached hereto as *Exhibit 12.5* such that, upon payment of the amounts specified therein, Peoples Bank shall have been fully paid and shall be required to release all of its liens on the CHAD Assets and the Real Estate Assets and other filings and authorizations of third parties that are required for the legal and proper execution delivery of this Agreement and the transactions contemplated thereby.

12.6 Evidence of Repayment of the Peoples Bank Debt. CHAD and CLG shall deliver to the Parent a payoff letter from Peoples Bank in customary form such that, upon payment of the amounts specified therein, Peoples Bank shall have been fully paid and shall be required to release all of its liens on the CHAD Assets and the Real Estate Assets, A payoff letter from Peoples Bank is attached hereto as *Exhibit 12.5*.

12.7 CHAD Closing Statement. The Shareholder and CHAD will execute the Preliminary Closing Statement in respect of the Merger specified in this Agreement.

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12.8 CLG Closing Statement. CLG will execute a Closing Statement in respect of the sale by CLG and the purchase by the Merger Sub, of the Real Estate Assets in the form of the attached *Exhibit 12.7*.

12.9 Additionally Requested Documents: Post-Closing Assistance. Each party to this Agreement shall cooperate with the other party in executing such documents and instruments, and in taking such actions at the other party's expense, as shall be reasonably necessary to accomplish the purposes of this Agreement as applicable to such party, all at the expense of the requesting party.

ARTICLE XIII.

OBLIGATIONS OF MERGER SUB AT CLOSING

At Closing, the Merger Sub will deliver or cause to be delivered to the Shareholder or CLG, as applicable, the following in a form and substance reasonably satisfactory to the CLG and the Shareholder:

13.1 Merger Consideration. The Merger Sub will deliver to the Shareholder the Merger Consideration upon the terms specified in this Agreement.

13.2 Real Estate Assets Consideration. The Merger Sub shall deliver to CLG the Cash Consideration in payment for the Real Estate Assets.

13.3 Corporate Good Standing and Certified Board Resolutions. The CCSI Companies will each deliver to the Sellers certificates of existence from the Secretary of State of Tennessee, dated the most recent practical date prior to Closing, together with a certified copy of the resolutions of each of the Board of Directors of each of the Merger Sub and the Parent authorizing the execution, delivery and consummation of this Agreement and the consummation of the transactions contemplated hereunder.

13.4 Closing Certificate. The Merger Sub and Parent will deliver to the Members, individually and in their capacities as Shareholder and/or Members, a certificate of officers of each dated as of Closing, certifying that (a) each covenant and obligation of Merger Sub and Parent has been complied with in all material respects, and (b) each representation and warranty of Merger Sub and Parent is true and correct in all material respects at the Closing as if made on and as of the Closing.

13.5 Opinion of Merger Sub's Counsel. The CCSI Companies will deliver to Sellers a favorable opinion of Harwell Howard Hyne Gabbert & Manner. P.C., in the form of *Exhibit 13.5* dated the date of the Closing and addressed to CLG and to the Sellers to the effect that:

(1) All proceedings, other than the filing and recording of the Certiftcate(s) of Merger in the State of Tennessee necessary to effectuate the Merger of CHAD into the Merger Sub have

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been duly taken by Parent and Merger Sub in accordance with applicable law and upon such filing and recording of said Agreement, CHAD will be duly merged with and into Merger Sub;

(2) The Board of Directors and of each of the respective CCSI Companies have duly and lawfully approved the Merger and all other transactions described in this Agreement and no approval by Parent's shareholders is required;

(3) This Agreement has been duly authorized, executed and delivered by each of the CCSI Companies and (assuming that it is enforceable against CHAD, CLG, and the Sellers) constitutes the legal, valid and binding obligation of each such party enforceable against each of them in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity;

(4) The shares of Parent Common Stock that are to be issued and delivered to the stockholders of CHAD upon consummation of the Merger are validly authorized and, when so issued, will be validly issued, fully paid and non-assessable; and

(5) Neither the execution and delivery of this Agreement nor performance hereunder will conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under Articles of Incorporation or Bylaws, the Parent or the Merger Sub or any judgment, decree, regulation or similar restriction of which such counsel has knowledge and to which Parent, the Merger Sub or Merger Sub is a party or by which either is bound.

13.6 CHAD Closing Statement. The Parent and the Merger Sub will execute the Preliminary Closing Statement in respect of the Merger specified in this Agreement.

13.7 CLG Closing Statement. The Parent and the Merger Sub will execute a Closing Statement in respect of the sale by CLG, and the purchase by the Merger Sub, of the Real Estate Assets in the form of the attached Exhibit 12.7.

ARTICLE XIV.

TERMINATION

14.1 Circumstances of Termination. This Agreement may be terminated as follows:

(1) By the mutual consent in writing of the boards of directors of CHAD and Parent.

(2) By the board of directors of CHAD if any condition provided in Article X hereof has not been satisfied of waived on or before the Effective Date.

(3) By the board of directors of Parent if any condition provided in Article XI hereof has not been satisfied or waived on or before the Effective Date.

[ILLEGIBLE]

(4) By the board of directors of either CHAD or Parent if the Effective Date has not occurred on or before February 15, 1998.

14.2 Effect of Termination. In the event of a termination of this Agreement pursuant to Section 14.1 hereof, except as specified in Section 16.2 of this Agreement, each party shall pay the costs and expenses incurred by it in connection with this Agreement and no party (or any of its officers, directors and shareholders) shall be liable to any other party for any costs, expenses, damage, or loss of anticipated profits hereunder.

ARTICLE XV.

SURVIVAL OF PROVISIONS, INDEMNIFICATION, AND DISPUTE RESOLUTION

15.1 Survival. The representations and warranties of Merger Sub, Parent, CHAD, CLG, and the Shareholder contained in this Agreement, or in any certificate or document delivered pursuant to this Agreement, will survive the date of Closing for a period of thirty-six (36) months, The obligations of CLG and the Sellers, on the one hand, or Merger Sub and Parent, on the other hand, under this Article XV will not begin until the indemnified party incurs one or more claims that equal, in the aggregate, Fifty Thousand and No/100 Dollars ($50,000.00) (the "Basket") in which case the indemnified party shall be indemnified for all such claims. All claims sought by any party hereunder shall be net of any insurance proceeds received by such party with respect to such claim and each party agrees to diligently pursue any potential claims under such policies to minimize the size of claims for which indemnification is applicable. In no event shall the aggregate liability of Shareholder exceed the value of the shares issued as Merger Consideration as of the Closing.

15.2 Indemnification by Shareholder. Subject to the provisions of Section 11.4, the Shareholder and CLG will, jointly and severally, promptly indemnify, defend, and hold harmless Merger Sub and the Parent and its directors, officers, stockholders, employees and agents against any and all losses, costs, and expenses (including reasonable cost of investigation, court costs and legal fees actually incurred) and other damages resulting from (a) any breach by CHAD or the Shareholder of any of the covenants, obligations, representations or warranties or any certificate or document of CHAD and/or Shareholder delivered pursuant to this Agreement, and (b) any claim not disclosed herein that is brought or asserted by any third party(ies) against Merger Sub or CHAD arising out of the ownership, licensing, operation or conduct of the Business or CHAD Assets, the Real Estate Assets or related to the CHAD Stock or the conduct of any of CHAD's employees, agents or independent contractors, relating to all periods of time prior to the Closing.

15.3 Indemnification by Merger Sub and Parent. Merger Sub and Parent will promptly Indemnify, defend, and hold CLG and the Sellers harmless against any and all losses, costs, and expenses (including reasonable cost of investigation, court costs and legal fees) and other damages resulting from (a) any breach by Merger Sub and Parent of any of its covenants, obligations, representations or warranties contained in this Agreement or any certificate or document of Parent or Merger Sub delivered pursuant to this Agreement and (b) any claim that

[ILLEGIBLE]

is brought or asserted by any third party(ies) against CLG and/or any one or more of the Sellers arising out of and/or in connection with (a) the ownership, licensing, operation or conduct of the Business or the conduct of CHAD'S employees, agents or independent contractors, relating to periods of time subsequent to the Closing and/or (b) as to the Sellers, CHAD, and/or CLG, the execution, consummation or performance of this Agreement relating to periods of time prior to the Closing to the extent that it is asserted that the transactions described in this Agreement were unauthorized or unlawful as to any of the CCSI Companies.

15.4 Rules Regarding Indemnification. The obligations and liabilities of each party that may be subject to indemnification liability hereunder (the "indemnifying party") to the other party (the "indemnified party") will be subject to the following terms and conditions:

(1) Claims by Non-Parties. The indemnified party will give written notice to the indemnifying party, within such time as not to prejudice unduly the indemnifying party's ability to defend against the underlying claim, of any written claim by a third party which is likely to give rise to a claim by the indemnified party against the indemnifying party based on the indemnity agreements contained in this Article XV, stating the nature of said claim and the amount thereof, to the extent known. The indemnified party will give notice to the indemnifying party that pursuant to the indemnity, the indemnified party is asserting against the indemnifying party a claim with respect to a potential loss from the third party claim, and such notice will constitute the assertion of a claim for indemnity by the indemnified party, If, within thirty (30) days after receiving such notice, the indemnifying party advises the indemnified party that it will provide indemnification and assume the defense at its expense, then so long as such defense is being conducted, the indemnified party will not settle or admit liability with respect to the claim and will afford to the indemnifying party and defending counsel reasonable assistance in defending against the claim. If the indemnifying party assumes the defense, counsel will be selected by such party and if the indemnified party then retains its own counsel, it will do so at its own expense. If the indemnified party does not receive a written objection to the notice from the indemnifying party within ten (10) days after the indemnifying party's receipt of such notice, the claim for indemnity will be conclusively presumed to have been assented to and approved, and in such case the indemnified party may control the defense of the matter or case and, at its sole discretion, settle or admit liability. If within the aforesaid ten (10) day period the indemnified party will have received written objection to a claim (which written objection will briefly describe the basis of the objection to the claim or the amount thereof, all in good faith), then for a period of sixty (60) days after receipt of such objection the parties will attempt to settle the dispute as between the indemnified and indemnifying parties. If they are unable to settle the dispute, the unresolved issue or issues will be settled by arbitration in Nashville, Tennessee, in accordance with the rules and procedures of the American Arbitration Association; and

(2) Claims by a Party. The determination of a claim asserted by a party hereunder (other than as set forth in subsection 15.4(1) above) pursuant to this Article XV will be made as follows. The indemnified party will give written notice to the indemnifying party, within such time as not to prejudice unduly the indemnifying party's ability to defend against the underlying claim, of any claim by the indemnified party which has not been made pursuant to subsection 15.4(1) above, stating the nature and basis of such claim and the amount thereof, to the extent

known. The claim will be deemed to have resulted in a determination in favor of the indemnified party and to have resulted in a liability of the indemnifying party in an amount equal to the amount of such claim estimated pursuant to this paragraph if within thirty (30) days after the indemnifying party's receipt of the claim the indemnified party will not have received written objection to the claim. In such event, the claim will be conclusively presumed to have been assented to and approved. If within the aforesaid thirty (30) day period the indemnified party will have received written objection to a claim (which written objection will briefly describe the basis of the objection to the claim or the amount thereof, all in good faith), then for a period of sixty (60) days after receipt of such objection the parties will attempt to settle the disputed claim as between the indemnified and indemnifying parties. If they are unable to settle the disputed claim, the unresolved issue or issues will be settled by arbitration in accordance with the provisions of Section 15.6 below.

15.5 Exclusivity. Each of the parties to this Agreement acknowledges and agrees that its sole and exclusive remedy subsequent to Closing with respect to any and all claims for all losses, costs, and expenses covered by the indemnification provisions in Sections 15.2 and 15.3, as the case may be, shall be pursuant to the indemnification provisions set forth in this Article XV. Subject to Section 15.1, in furtherance of the foregoing, each of the Shareholder, CHAD, the Merger Sub and Parent hereby waive, to the fullest extent permitted under applicable law, any and all rights, claims and causes of actions it or any of its respective subsidiaries or its affiliates may have against the other party or such other party's subsidiaries or its affiliates, as the case may be, arising under or based upon any federal, state or local statute, law, ordinance, rule, regulation or common law or at equity but only to the extent they relate to the matters described in the immediately proceeding sentence.

15.6 Mandatory Binding Arbitration. All claims, disputes, and demands for Indemnification shall be arbitrated and not litigated as set forth in this part of Article XV.

(1) Exclusive Procedure. Except for actions for extraordinary relief, which shall be permitted only to preserve the rights of the parties pending the issuance of the arbitrator's award, and to enforce an arbitrator's decision hereunder, all disputes, controversies, and claims arising out of the terms, operation, or interpretation of this Agreement shall be initiated by a written demand for resolution, documented in writing, and escalated through the appropriate levels of management of each party, up to and including a corporate officer responsible for this Agreement, until resolution of the issue is achieved within the time permitted by this Section.

(2) If the dispute cannot be resolved by the parties by negotiation within thirty (30) days from the date of the written demand for resolution, the dispute shall be resolved by binding arbitration under the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* and, to the extent not inconsistent therewith, under the Commercial Arbitration Rules (the "CAR") of the American Arbitration Association ("AAA") then in effect. The proceedings shall be held in Nashville, Tennessee under the auspices of the AAA. As a minimum set of rules in the proceeding, the parties agree that the terms of this Section shall be deemed to supplement and/or amend, as necessary, the CAR.

[ILLEGIBLE]

(3) The arbitration proceeding shall be conducted by (a) a single arbitrator if the amount(s) in dispute do not exceed Fifty Thousand and No/100 Dollars ($50,000,00) and (b) a panel of three (3) arbitrators for any dispute above that amount. The parties shall mutually agree on the identity of all arbitrators but, if the parties cannot agree on the arbitrator or panel of arbitrators within fifteen (15) days after the date written demand for the appointment of an arbitrator or panel is made, each party shall identify one independent individual, and these individuals shall then meet to appoint the arbitrator or panel of arbitrators. If an arbitrator or panel still cannot be agreed upon within an additional thirty (30) days, the arbitrator or panel shall be appointed by the AAA, If a single arbitrator serves, such arbitrator shall be a licensed Tennessee attorney reasonably experienced in both arbitration and mergers and acquisitions. If there is a panel of attorneys, at least one arbitrator shall be familiar with the operations of facilities comparable to the Facility and at least one arbitrator shall be a licensed Tennessee attorney reasonably experienced in both arbitration and mergers and acquisitions.

(4) Hereinafter, reference to “arbitrator” shall be deemed in each case to include references to a panel of arbitrators. The decision by a majority of any arbitration panel shall be deemed the decision of the panel.

(5) The parties shall equally bear the costs and fees of the arbitration proceeding.

(6) Any arbitration proceeding hereunder shall be conducted on a confidential basis.

(7) Any question of whether a dispute should be settled by arbitration under this Section shall also be arbitrated as provided in this Section.

(8) The arbitrator shall specify the basis of his/her decision and the basis for any damages awarded. The decision of the arbitrator shall be considered as a final and binding resolution of the dispute, and may be entered as judgment in any court of competent jurisdiction in the United States. Each party agrees to submit to the jurisdiction of any such court for purposes of the enforcement of any such decision, award, order, or judgment.

(9) The parties shall agree upon what, if any, discovery will be made available. If the parties cannot agree on the form of discovery within fifteen (15) days of the written demand for the appointment of the arbitrator, there shall be only non-abusive, clearly relevant discovery in the form of depositions, document production, and inspections of items and things. The arbitrator shall have the power to issue subpoenas. In no event, however, shall any such discovery take more than one hundred twenty (120) days. The arbitrator shall be authorized to terminate or refuse any discovery sought outside the bounds of the foregoing sentence.

(10) The arbitrator’s award shall be issued not later than one hundred twenty (120) days from the date that the AAA notifies the other party of a demand for arbitration.

(11) Neither party shall sue the other where the basis of the suit is a disagreement arising directly under the express terms of this Agreement except for (a) extraordinary relief described in this Section or (b) enforcement of any written decision or order of the arbitrator, including any award, in the event the other party is not performing in accordance with the arbitrator’s decision.

[ILLEGIBLE]

ARTICLE XVI.
MISCELLANEOUS

16.1 Assignment. No party may assign its rights or delegate its responsibilities without the express written consents of the other parties, which consents nay be granted or withheld in the sole discretion of each of such other parties. Any assignment or delegation without such consent will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the exclusive benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement is not intended to nor will it, create any rights in any other party.

16.2 Other Expenses. Each party will pay all of its, his, her or their respective expenses in connection with the negotiation, execution, and implementation of the transactions contemplated under this Agreement, Merger Sub will pay all expenses in connection with the implementation of the Merger contemplated under this Agreement. CHAD and Merger Sub will split equally all expenses for the sale of the Real Estate Assets to Merger Sub, including not limited to recording fees and expenses, conveyance taxes, survey costs, title insurance premiums and the like. It is agreed, however, that Parent will pay the professional fees and expenses incurred by CHAD, the Members and CLG up to Twenty-Five Thousand and No/100 Dollars ($25,000.00) in the event that the CCSI Companies fail or refuse to close the transactions described in this Agreement for any reason other than a material adverse change in the balance sheet or operations of CHAD since September 30, 1997, or the inability of CLG to convey good title to the Real Estate Assets, or inability of CHAD to consummate the Merger. All parties will pay their own taxes to be paid subsequent to the Closing.

16.3 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given:

(1) if delivered personally to the addressee, on the date actually received by the addressee;

(2) if sent by facsimile, on the date actually received by the addressee; or

(3) if sent by an overnight courier of national standing (such as FedEx), and sent for next business day delivery to the address specified below (and any subsequent change of address), with charges prepaid by the sender, on the day specified by such courier as the date of delivery.

(4) if sent by certified mail, return receipt requested, on the date of receipt as shown on the return receipt notice.

[ILLEGIBLE]

[ILLEGIBLE]

To Members, CLG and, prior to Closing CHAD:

c/o CHAD Youth Enhancement Center, Inc.
1751 Oak Plains Road
Ashland City, Tennessee 37015
Phone: (931) 362-4723
Fax: (931) 362-2816

To Sellers and CLG after the Closing:

1753 Oak Plains Road
Ashland City, Tennessee 37015
Phone: (931) 362-2461
Fax: NONE

with a copy of any notice to CHAD, CLG or either of the Sellers to:

Daniel W. Small, Esq.
Small & Ragan
323 Union Street, Suite 300
Post Office Box 190608
Nashville, Tennessee 37219-0608
Phone: (615) 252-6000
Fax: (615) 262-6001

To Merger Sub and Parent and, after Closing, to CHAD:

H. Neil Campbell
Children's Comprehensive Services, Inc.
3401 West End Avenue
Suite 500
Nashville, TN 37203
Phone: (615) 383-0376
Fax: (615) 269-7525

with a copy to:

Glen Allen Civitts, Esq.
Harwell Howard Hyne Gabbert & Manner, P.C.
1800 First American Center
315 Deaderick Street
Nashville, Tennessee 37238-1800
Phone: (615) 256-0500
Fax: (615) 251-1059

[ILLEGIBLE]

Any party may change her, his or its address, telephone or facsimile numbers by sending notice of such change in accordance with this Section of such new address or telephone or facsimile number.

16.4 Confidentiality; Prohibition on Trading. Except for press releases issued by Merger Sub or Parent in the ordinary course following the execution of this Agreement, all parties agree to maintain the confidentiality of the existence of this Agreement and the transactions contemplated hereunder, unless (a) disclosure is required by law, (b) except to the extent that disclosure has been made, or is made, in connection with the CCSI Companies' due diligence efforts and the obtaining of consents or giving of notices made in connection with this Agreement, or (c) except disclosures made as a result of transactions contemplated in this Agreement, The Shareholder, CHAD and their respective affiliates agree not to trade in the securities of Parent or its affiliates based upon any material nonpublic information prior to the public announcement of the Merger. Parent agrees that it will promptly announce the Merger and the acquisition of the Real Estate Assets within thirty (30) days after the Merger.

16.5 Confidential Information. The parties acknowledge and agree that during the course of the negotiations of this Agreement and the transactions contemplated by this Agreement, each may make available to the other certain confidential or secret information that is of value to the party disclosing the information ("Confidential Information"). The parties agree (a) to maintain the confidentiality of the Confidential Information of the other party and not to disclose or disseminate such Confidential Information and (b) not to use the Confidential information or any ideas, concepts and/or techniques contained in such Confidential Information for any purpose whatsoever other than in evaluation of the business opportunity contemplated by the letter of intent executed by the parties and the negotiation, execution, and consummation of this Agreement. The party receiving Confidential Information agrees to use the same standard of care in maintaining the confidentiality of the Confidential Information as it uses to avoid disclosure of its most sensitive confidential information. For purposes of this paragraph, Confidential Information shall not include any information which was not received from the other party.

The parties also agree to return the other party's Confidential Information or that part of any other information incorporating such Confidential Information at the request of the party disclosing Confidential Information to the extent that the disclosure thereof is required by law in the event that the Merger and the purchase of the Real Estate Assets by the Merger Sub are not consummated.

16.6 Partial Invalidity; Waiver. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof, and (subject to the application of the following sentence) this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted, Further, there will be automatically substituted for such invalid or unenforceable provision a provision as similar as possible that is valid and enforceable. Neither the failure nor any delay on the part of any party hereto in exercising any rights, power or remedy hereunder will operate as a waiver thereof, or of any other right, power or remedy; nor will any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any other right, power or remedy. No waiver of any of the provisions of this Agreement will be valid unless it is in writing and signed by the party against which it is sought to be enforced. However, the last two sentences of this Section shall be subject to the limitation provision set forth in this Agreement.

[ILLEGIBLE]

[ILLEGIBLE]

16.7 Interpretation; Knowledge. All pronouns and any variation thereof will be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or entity, or the context, may require. Further, it is acknowledged by the parties that this Agreement has undergone several drafts with the negotiated suggestions of both; and, therefore, no presumptions will arise favoring either party by virtue of the authorship of any of its provisions or the changes made through revisions. Any table of contents and paragraph headings in this Agreement are for convenience of reference only and will not be considered or referred to in resolving questions of interpretation. When used in this Agreement to qualify a representation or warranty made by a party hereto, the terms “knowledge”, “best knowledge”, and the like shall be deemed to refer to an awareness on the part of such party after reasonable inquiry about such matter.

16.8 Limitation of Actions. No claims shall he brought by any party for a breach of or indemnity under this Agreement (a) more than one year after discovery of the existence of the claim or (b) regardless of the date of discovery, more than three years after the Effective Date.

16.9 Legal Fees and Costs. In the event any party hereto incurs legal expenses to enforce, defend or interpret any provision of this Agreement, the prevailing party will be entitled to recover such legal expenses, including, without limitation, attorney’s fees, costs and disbursements, in addition to any other relief to which such party will be entitled.

16.10 Controlling Law. This Agreement will be construed, interpreted and enforced in accordance with the substantive laws of the State of Tennessee, without giving effect to its conflicts of laws provisions.

16.11 Representatives. The parties agree that the CCSI Companies may rely on the signature and representations of Robert DuWayne Glasner (the Shareholder) and that the Sellers, CLG and CHAD may rely on the signature and representations of H. Neil Campbell, President of Parent.

16.12 Parent Guarantee. Parent agrees that it is executing this Agreement to guarantee the obligation of Merger Sub to pay the Merger Consideration on the terms and conditions provided herein and to guarantee the indemnification obligations of the Merger Sub as set forth in Section 15.3 of this Agreement.

16.13 Entire Agreement; Counterparts. This Agreement, including the Exhibits and any other attachments hereto, constitutes the entire agreement between the parties hereto with regard to the matters contained herein and it is understood and agreed that all previous undertakings, negotiations, letter of intent and agreements between the parties are merged herein. This Agreement may not be modified orally, but only by an agreement in writing signed by Merger Sub, CHAD and the Shareholder. This Agreement may be executed simultaneously in two or more counterparts each of which will be deemed an original and all of which together will constitute but one and the same instrument.

[ILLEGIBLE]

[ILLEGIBLE]

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

"CHAD":

CHAD YOUTH ENHANCEMENT CENTER, INC.

By: /s/ Robert DuWayne Glasner
Title: President

"CLG":

CLG MANAGEMENT COMPANY, LLC

By: /s/ Robert DuWayne Glasner
Title: Chief Manager

"MEMBERS" / "SELLERS":

/s/ Robert DuWayne Glasner
Robert DuWayne Glasner, Psy.D., Individually

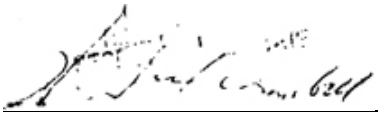
/s/ Beckye Lynn Glasner
Beckye Lynn Glasner, Individually

[ILLEGIBLE]

[ILLEGIBLE]

“MERGER SUB”:

CHILDREN’S COMPREHENSIVE SERVICES
MANAGEMENT COMPANY

By: 
Title: President

“PARENT”:

CHILDREN’S COMPREHENSIVE SERVICES, INC.

By: 
Title: [ILLEGIBLE]

[ILLEGIBLE]

#19

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STATE OF TENNESSEE
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RILEY DARNELL
SECRETARY OF STATE

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State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT TO THE CHARTER (For-Profit)

CORPORATE CONTROL NUMBER (IF KNOWN) _____

PURSUANT TO THE PROVISIONS OF SECTION 48-20-106 OF *THE TENNESSEE BUSINESS CORPORATION ACT*, THE UNDERSIGNED CORPORATION ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT TO ITS CHARTER:

1. PLEASE INSERT THE NAME OF THE CORPORATION AS IT APPEARS OF RECORD:
Chad Youth Enhancement Center, Inc.
IF CHANGING THE NAME, INSERT THE NEW NAME ON THE LINE BELOW:
Oak Plains Academy, Inc.

2. PLEASE MARK THE BLOCK THAT APPLIES:

☒ AMENDMENT IS TO BE EFFECTIVE WHEN FILED BY THE SECRETARY OF STATE.
☐ AMENDMENT IS TO BE EFFECTIVE, _____ (MONTH, DAY, YEAR)

(NOT TO BE LATER THAN THE 90TH DAY AFTER THE DATE THIS DOCUMENT IS FILED.) IF NEITHER BLOCK IS CHECKED, THE AMENDMENT WILL BE EFFECTIVE AT THE TIME OF FILING.

3. PLEASE INSERT ANY CHANGES THAT APPLY:

A. PRINCIPAL ADDRESS: _____ (STREET ADDRESS)
_____ (CITY) _____ (STATE/COUNTY) _____ (ZIP CODE)

B. REGISTERED AGENT: _____

C. REGISTERED ADDRESS: _____ (STREET ADDRESS)
_____ (CITY) TN (STATE) _____ (ZIP CODE) _____ (COUNTY)

D. OTHER CHANGES: _____

4. THE CORPORATION IS FOR PROFIT.

5. THE MANNER (IF NOT SET FORTH IN THE AMENDMENT) FOR IMPLEMENTATION OF ANY EXCHANGE, RECLASSIFICATION, OR CANCELLATION OF ISSUED SHARES IS AS FOLLOWS:

6. THE AMENDMENT WAS DULY ADOPTED ON 1-7-08 (MONTH, DAY, YEAR)
BY (Please mark the block that applies):

☐ THE INCORPORATORS WITHOUT SHAREHOLDER ACTION, AS SUCH WAS NOT REQUIRED.
☒ THE BOARD OF DIRECTORS WITHOUT SHAREHOLDER APPROVAL, AS SUCH WAS NOT REQUIRED.
☐ THE SHAREHOLDERS.

Secretary
SIGNER'S CAPACITY

[signature]
SIGNATURE

1-7-08
DATE

George H. Bennett, Jr.
NAME OF SIGNER (TYPED OR PRINTED)

SS-4421 (Rev. 10/01) Filing Fee: $20.00 RDA 1678

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19

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT TO THE CHARTER (For-Profit)

FILED
STATE OF TENNESSEE
For Office Use Only
2009 OCT 27 PM 2:05
SECRETARY OF STATE

6614.2816

CORPORATE CONTROL NUMBER (IF KNOWN) 000331738

PURSUANT TO THE PROVISIONS OF SECTION 48-20-106 OF *THE TENNESSEE BUSINESS CORPORATION ACT*, THE UNDERSIGNED CORPORATION ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT TO ITS CHARTER:

1. PLEASE INSERT THE NAME OF THE CORPORATION AS IT APPEARS OF RECORD:
Oak Plains Academy, Inc.

IF CHANGING THE NAME, INSERT THE NEW NAME ON THE LINE BELOW:
Oak Plains Academy of Tennessee, Inc.

2. PLEASE MARK THE BLOCK THAT APPLIES:

☒ AMENDMENT IS TO BE EFFECTIVE WHEN FILED BY THE SECRETARY OF STATE.
☐ AMENDMENT IS TO BE EFFECTIVE, _____ (MONTH, DAY, YEAR)

(NOT TO BE LATER THAN THE 90TH DAY AFTER THE DATE THIS DOCUMENT IS FILED.) IF NEITHER BLOCK IS CHECKED, THE AMENDMENT WILL BE EFFECTIVE AT THE TIME OF FILING.

3. PLEASE INSERT ANY CHANGES THAT APPLY:

A. PRINCIPAL ADDRESS: _____
STREET ADDRESS
CITY | STATE / COUNTY | ZIP CODE

B. REGISTERED AGENT: _____

C. REGISTERED ADDRESS: _____
STREET ADDRESS
CITY | TN STATE | ZIP CODE | COUNTY

D. OTHER CHANGES: _____

4. THE CORPORATION IS FOR PROFIT.

5. THE MANNER (IF NOT SET FORTH IN THE AMENDMENT) FOR IMPLEMENTATION OF ANY EXCHANGE, RECLASSIFICATION, OR CANCELLATION OF ISSUED SHARES IS AS FOLLOWS:

6. THE AMENDMENT WAS DULY ADOPTED ON October 23, 2009 (MONTH, DAY, YEAR) BY (Please mark the block that applies):

☐ THE INCORPORATORS WITHOUT SHAREHOLDER ACTION, AS SUCH WAS NOT REQUIRED.
☒ THE BOARD OF DIRECTORS WITHOUT SHAREHOLDER APPROVAL, AS SUCH WAS NOT REQUIRED.
☐ THE SHAREHOLDERS.

Secretary
SIGNER'S CAPACITY

SIGNATURE

October 26, 2009
DATE

George H. Brunner, Jr.
NAME OF SIGNER (TYPED OR PRINTED)

SS-4421 (Rev. 10/01) Filing Fee: $20.00 RDA 1678

TN005 - 09/11/02 C T System Online

Exhibit 3.179

AMENDED AND RESTATED

B Y L A W S

OF

OAK PLAINS ACADEMY OF TENNESSEE, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Oak Plains Academy of Tennessee, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

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

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

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

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

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

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:47 PM 02/20/2008
FILED 08:02 PM 02/20/2008
SRV 080192393 - 4507750 FILE

CERTIFICATE OF FORMATION

OF

OCALA BEHAVIORAL HEALTH, 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 "Company") is Ocala Behavioral Health, LLC.

II.

The address of the registered office of the Company in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name of the Company's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

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.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Ocala Behavioral Health, LLC on this 20th day of February, 2008.

By: _____
Keith E. Thompson, Esq.
Authorized Person

1924429.1

OCALA BEHAVIORAL HEALTH, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Ocala Behavioral Health, 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 "Ocala Behavioral Health, 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 February 20, 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, 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

[This space intentionally left blank.]

the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

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

OCALA BEHAVIORAL HEALTH, LLC

By: Premier Behavioral Solutions, Inc. Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

Exhibit 3.182

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:26 PM 12/27/2006
FILED 03:26 PM 12/27/2006
SRV 061190696 - 2927039 FILE

CERTIFICATE OF FORMATION
OF
PALMETTO BEHAVIORAL HEALTH HOLDINGS, LLC

The undersigned authorized person, desiring to form a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act, 6 Delaware Code, Chapter 18, does hereby certify as follows:

1. The name of the limited liability company is Palmetto Behavioral Health Holdings, LLC.

2. The address of its registered office in the State of Delaware is 160 Greentree Drive, Suite 101 in the City of Dover, County of Kent, Delaware. The name of its registered agent at such address is National Registered Agents, Inc.

3. This Certificate of Formation shall be effective at 11:59 p.m. on December 31, 2006.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 15th day of December, 2006.

/s/ Christopher L. Howard
Christopher L. Howard

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:24 PM 10/10/2007
FILED 11:07 AM 10/10/2007
SRV 071100264 - 2927039 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Palmetto Behavioral Health Holdings, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1st day of October, A.D. 2007.

By: Samantha Jones
Authorized Person(s)

Name: Samantha Jones
Print or Type

Exhibit 3.183

PALMETTO BEHAVIORAL HEALTH HOLDINGS, 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 PALMETTO BEHAVIORAL HEALTH HOLDINGS, LLC, a Delaware limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Delaware (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") 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 July 29, 1998. 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 "PALMETTO BEHAVIORAL HEALTH HOLDINGS, LLC". The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be The Corporation Trust Company located at 1209 Orange Street, Wilmington, DE 19801.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

SEP 2 7 2010

SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

Jim Miles
SECRETARY OF STATE
FILED
MAR 3 1 2000
AM 7 8 9 10 11 12 1 2 3 4 5 PM

TYPE OR PRINT CLEARLY IN BLACK INK

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to Section 33-44-202 and 33-44-203 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the limited liability company which complies with Section 33-44-105 of the South Carolina Code of 1976, as amended is Palmetto Behavioral Health System, L.L.C.

2. The address of the initial designated office of the Limited Liability Company in South Carolina is

1201 Main Street, Suite 1450
Street Address

Columbia , South Carolina 29201
City Zip Code

3. The initial agent for service of process of the Limited Liability Company is

David B. Summer, Jr.
Name

Signature

and the street address in South Carolina for this initial agent for service of process is

1201 Main Street, Suite 1450
Street Address

Columbia, South Carolina 29201
City Zip Code

4. The name and address of each organizer is

(a) David B. Summer, Jr. 803-255-8000
Name Telephone Number

1201 Main Street, Suite 1450, Columbia
Street Address City

South Carolina 29201
State Zip Code

(b)
Name Telephone Number

Street Address City

State Zip Code

(Add additional lines if necessary)

5. [xx] Check this box only if the company is to be a term company. If so, provide the term specified:

March 31, 2000 – March 31, 2050

6. [ ] Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:

00-013929CC

Palmetto Behavioral Health System, L.L.C.
NAME OF LIMITED LIABILITY COMPANY

(a) _____ Name _____ Telephone Number

_____ Street Address _____ City

_____ State _____ Zip Code

(b) _____ Name _____ Telephone Number

_____ Street Address _____ City

_____ State _____ Zip Code

(c) _____ Name _____ Telephone Number

_____ Street Address _____ City

_____ State _____ Zip Code

(d) _____ Name _____ Telephone Number

_____ Street Address _____ City

_____ State _____ Zip Code

7. [ ] Check this box if only if one or more of the members of the company are to be liable for its debts and obligations under Section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

_____

_____

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:

_____

9. Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.

10. Signature of each organizer

_____

_____ Date 03/31/00

(Add additional lines if necessary)

Exhibit 3.185

PALMETTO BEHAVIORAL HEALTH SYSTEM, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by Palmetto Behavioral Health Holdings, LLC., a Delaware limited liability company and the sole member (the "Managing Member") of PALMETTO BEHAVIORAL HEALTH SYSTEM, LLC, a South Carolina 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 South Carolina (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 March 31, 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 "PALMETTO BEHAVIORAL HEALTH SYSTEM, 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 2 Office Park Court, Suite 103, Columbia, SC 29223.

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 sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Palmetto Behavioral Health Holdings, LLC

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

SEP 2 7 2010

SECRETARY OF STATE OF SOUTH CAROLINA

Jim Miles 4
SECRETARY OF STATE
FILED
AM JUL 0 6 2000
7 8 9 10 11 12 1 2 3

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
JIM MILES
ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

The undersigned deliver the following articles of organization to form a South Carolina limited liability company pursuant to § 33-44-202 and § 33-44-203 of the 1976 South Carolina Code, as amended.

1. The name of the limited liability company which complies with § 33-44-105 of the South Carolina Code of 1976, as amended is **Palmetto Lowcountry Behavioral Health, L.L.C.**

2. The office of the initial designated office of the limited liability company in South Carolina is:

1201 Main street, Suite 1450
Street address
Columbia, South Carolina **29201**
City Zip Code

3. The initial agent for service of process of the limited liability company is

David B. Summer, Jr.
Name

and the street address in South Carolina for this initial agent for service of process is:

1201 Main Street, Suite 1450
Street address
Columbia, South Carolina **29201**
City Zip Code

4. The name and address of each organizer is:

(a) **Scott Y. Barnes**
Name
Post Office Box 1254
Street address
Charleston **South Carolina** **29402**
City State Zip Code

(b) _____
Name
_____
Street address
_____
City State Zip Code

(Add additional lines if necessary)

00-026929CC

5. [X] Check this box only if the company is to be term company. If so, provide the term specified:

Term ending December 31, 2050

6. [ ] Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:

(a)

Name

Street address

City State Zip Code

(b)

Name

Street address

City State Zip Code

(c)

Name

Street address

City State Zip Code

(Add additional lines if necessary)

7. [ ] Check this box only if one or more of the members of the company are to be liable for it debts and obligations under Section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:

9. Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.

10. Signature of each organizer:

T Y Davis

Signature of Organizer

Signature of Organizer

Date: July 5, 2000

FILING INSTRUCTIONS

1. File two copies of this form, the original and either a duplicate original or a conformed copy.
2. If space on this form is not sufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of the space on the form.
3. This form must be accompanied by the filing fee of $110.00 payable to the Secretary of State.

Form Approved by South Carolina
Secretary of State Jim Miles, June 1996

Exhibit 3.187

PALMETTO LOWCOUNTRY BEHAVIORAL HEALTH, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Palmetto Lowcountry Behavioral Health, LLC, a South Carolina limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Palmetto Behavioral Health System, 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 State of South Carolina Limited Liability Company Law, Title 33, Chapter 44 of the South Carolina Code of Laws, 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 "Palmetto Lowcountry Behavioral Health, 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 South Carolina Secretary of State on July 6, 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, Palmetto Behavioral

Health System, 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.

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 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 South Carolina as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or
2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of South Carolina without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

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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.

PALMETTO BEHAVIORAL HEALTH SYSTEM, LLC

By: Palmetto Behavioral Health Holdings, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

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

PALMETTO LOWCOUNTRY BEHAVIORAL HEALTH, LLC

Palmetto Behavioral Health System, LLC
Its Sole Member

By: Palmetto Behavioral Health Holdings, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

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

EXHIBIT A

Capital Account Balance

$100

7

[ILLEGIBLE]

CHARTER
OF
UNITED HEALTHCARE, INC.

The undersigned natural person or prisons having capacity to contract and acting as the incorporator or incorporators of a corporation under the Tennessee General Corporation Act, adopt the following charter for such corporation:

1. The name of the corporation is UNITED HEALTHCARE, INC.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation in the State of Tennessee shall be 4015 Travis Drive, Nashville, Davidson County, Tennessee 37211.

4. The corporation is for profit.

5. The corporation is organized for the following purpose or purposes:

(a) To conduct, own, operate, and manage medical, psychological, and/or psychiatric care and treatment units or facilities, including but not limited to offices, rooms, clinics, hospitals, homes, or centers, and to engage in all ordinary or necessary acts, actions, and activities associated therewith or incidental thereto.

(b) To conduct, own, operate, and manage drug and/or alcohol abuse care and treatment units or facilities, including but not limited to offices, rooms, clinics, hospitals, homes, or centers and to engage in all. ordinary or necessary acts, actions, and activities associated therewith or incidental thereto.

(c) To conduct, own, and operate medical and health care enterprises for the purpose of furnishing the necessary services, facilities and equipment used in the care and treatment of the sick, aged, and infirmed; to aid the sick, aged, and afflicted; to encourage scientific study and research; to promote investigation into medical research; to promote better business administration and professional work; to furnish laboratory and clinical services; to own and hold such real and personal property as may be useful to the successful operation of the foregoing activities and to establish, maintain and operate a pharmacy, clinical pathological laboratory, biological laboratory and such other related activities considered for the best accomplishments of the purposes herein set forth, provided, however, that only licensed professionals shall control professional functions; and provided further that the personal and intimate relationship between physician and patient shall at all times be maintained inviolate.

(d) To acquire by purchase, lease, or otherwise, lands and interests in lands; to own, hold, improve, develop, and manage any real estate, and to erect, or cause to be erected, on any lands owned, held, or occupied by the corporation, buildings or other structures with their appurtenances; to manage, operate, lease, rebuild, enlarge, alter or improve any buildings or other structures, now or hereafter erected on any lands so owned, held, or occupied; and to encumber or dispose of any lands or interest in stores, shops, suites, rooms, or part of any buildings or

(d) To acquire by purchase, lease, or otherwise, lands and interests in lands; to own, hold, improve, develop, and manage any real estate, and to erect, or cause to be erected, on any lands owned, held, or occupied by the corporation, buildings or other structures with their appurtenances; to manage, operate, lease, rebuild, enlarge, alter or improve any buildings or other structures, now or hereafter erected on any lands so owned, held, or occupied; and to encumber or dispose of any lands or interest in stores, shops, suites, rooms, or part of any buildings or other structures at any time owned or held by the corporation.

(e) To acquire by purchase, lease, manufacture, or otherwise, any personal property deemed necessary or useful in the equiping,

5201 M ryland Way
Brentw od, TN 37027

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furnishing, improving, developing, or managing of any property, real or personal, at any time owned, held, or occupied by the corporation; to invest, trade, and deal in any real or personal property deemed beneficial to the corporation; and to encumber or dispose of any such property at any time owned or held by the corporation.

(f) To build, purchase, acquire, lease, own, hold, occupy, maintain, improve, use and operate shops, offices, rooms, buildings, structures and works of all kinds and any other properties suitable, necessary or convenient to any of the purposes of the corporation.

(g) To buy, loan money upon, sell, transfer, assign, discount, borrow money upon and pledge as collateral, and otherwise deal as principal agent or broker in bills of lading, warehouse receipts, evidence of. deposit and storage of personal property, bonds, stocks, promissory notes, commercial paper accounts, invoices, choses in action, interest in estates, contracts, mortgages on real or personal property, pledges of personal property, and other evidences of indebtedness of persons, firms, or corporations, and own, hold or convey such real estate as may be necessary in the operation of its business, and purchase, acquire, and hold shares of stock in other corporations, domestic and foreign, and do all things incidental thereto; but not for the purpose of carrying on the business of banking or insurance;

(h) To guarantee the payment of, by endorsement or otherwise, the principal or interest upon, or the performance of any sinking fund or other obligations relating to, any stocks, bonds, coupons, scrip, debentures, mortgages, notes, bills of exchange, evidence of indebtedness, or the performance of any contracts or other undertakings of any person, firm, association, corporation, partnership, or of any other combination, organization or entity whatsoever. To do any or all of the things herein set forth, and all things usual, necessary or proper in furtherance of or incidental to said business, to the same extent as natural persons might or could do in any part of the world, at wholesale or retail, as principal, agent, contractor, trustee or otherwise, and either alone or in company with others.

(i) To carry on any other business in connection therewith, whether selling, manufacturing, or otherwise, and to do all things not forbidden by the laws of the State of Tennessee;

(j) To be vested with all the rights and powers now or hereafter conferred upon corporations by the laws of the State of Tennessee, including these enumerated in Sections 48-401 through 48-411, Tennessee Code Annotated, and any amendments thereto.

(k) To engage in any lawful act or activity for which corporations may be organized under the laws of Tennessee, any other state, the United States of America, in any protectorate thereof, or any foreign country and any and all things necessarily incident thereto.

6. The maximum number of shares which the corporation shall have the authority to issue is One Hundred Thousand (100,000) shares having a par value of $1.00. The corporation will not commence business until consideration of One Thousand Dollars (S1,000) has been received for the issuance of shares.

the authority to issue is One Hundred Thousand (100,000) shares having a par value of $1.00. The corporation will not commence business until consideration of One Thousand Dollars ($1,000) has been received for the issuance of shares.

DATED: June 7, 1983.

/s/ Thomas I. Bottorff

Thomas I. Bottorff
- Incorporator -

[ILLEGIBLE]

ARTICLES OF AMENDMENT
TO THE CHARTER OF
UNITED HEALTHCARE, INC.

Pursuant to the provisions of section 48-303 of the Tennessee General Corporation Act, UNITED HEALTHCARE, INC. (the "Corporation"), a Tennessee corporation, hereby adopts the following articles of amendment of its charter:

(a) The name of the Corporation is UNITED HEALTHCARE, INC.

(b) The following paragraphs shall be added to the Corporation's charter:

7. Any corporate action upon which a vote of shareholders is required or permitted may be taken without a meeting on written consent, setting forth the action so taken, signed by all of the persons entitled to vote thereon. Directors may take any action which they are required or permitted to take without a meeting on written consent, setting forth the action so taken, signed by all of the Directors.

8. The Board of Directors is expressly authorized to amend, alter or repeal the by laws of the corporation. The number of Directors shall be fixed by the bylaws and the Board of Directors may change the number of Directors by amending the bylaws, which amendment shall require the vote of a majority of the Board.

9. The Board of Directors, by a resolution adopted by a majority of the entire Board, may designate an executive committee, consisting of two or more Directors, and other committees, consisting of two or more persons who may or may not be Directors, and may delegate to such committee or committees all such authority of the Board that it deems desirable, pursuant to and subject to the limitations or Section 48-810 of the Tennessee Code Annotated.

(c) The amendments contained herein were duly adopted by the written consent of the Corporation's shareholder on the 2nd day of May, 1984.

(d) The amendments do not provide for any exchange, reclassification or cancellation of any issued shares.

(e) The amendments contained herein shall be effective at the time these Articles of Amendment are filed by the Secretary of State of the State of Tennessee.

Dated: 5/3/84

UNITED HEALTHCARE, INC.

By: /s/ Jerry E. Gilliland
JERRY E. GILLILAND, President

[ILLEGIBLE]

AMENDMENT TO THE CHARTER OF
UNITED HEALTHCARE, INC.

Pursuant to the provisions of Section 48-303 of the Tennessee General Corporation Act, UNITED HEALTHCARE, INC. (the "Corporation") a Tennessee Corporation, hereby adopts the following Amendment of its charter;

(A) Paragraph 6 of the Corporation's charter is amended to read as follows:

6. The maximum number of shares which the Corporation shall have the authority to issue is Five Million Five Hundred Thousand (5,500,000) shares, which shall be of the following classes and amounts, and with the following rights and privileges:

(a) One Million Five Hundred Thousand (1,500,000) shares of Preferred Stock in Series A, Series B, and Series C of Five Hundred Thousand (500,000) shares each at a par value of One Dollar ($1.00) each, with the rights and privileges of each series to be determined by the Board of Directors of the Corporation.

(b) Two Million (2,000,000) shares of voting common stock with a par value of One Cent (1¢) each ; and

(c) Two Million (2,000,000) shares of non-voting common stock with a par value of One Cent (1¢) each.

All shares of common stock, except as to voting rights, 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.

(B) The Amendment contained herein was duly adopted by the written consent of the Corporation's Board of Directors and approved by the Corporation's sole shareholder on the 20 day of March, 1985.

(C) The 47.000 shares of $1.00 par value common stock presently outstanding shall be surrendered by the sole shareholder in exchange for 756,000 shares of the newly authorized voting common stock with a par value of One Cent (1¢) each.

(D) The Amendment contained herein shall be effective at the time of filing with the Secretary of State of Tennessee.

3/21/85
Date

UNITED HEALTHCARE, INC.

BY: /s/ Jerry E. Gilliland
Jerry E. Gilliland, President

[ILLEGIBLE]

AMENDMENT TO THE CHARTER OF
UNITED HEALTHCARE, INC.

Pursuant to the provisions of Section 48-303 of the Tennessee General Corporation Act, United Healthcare, Inc. (the "Corporation"), a Tennessee corporation, hereby adopts the following amendment to its charter to change its name.

(a) Article 1 of the corporation's charter is amended to read as follows:

1.

The name of the corporation shall be PARK HEALTHCARE COMPANY.

(b) The amendment contained herein was duly adopted by the written consent of the corporation's Board of Directors and approved by the shareholders on the 5th day of May, 1987.

(c) The amendment contained herein shall be effective at the time of filing with the Secretary of State of Tennessee.

Dated: June 2, 1987

UNITED HEALTHCARE, INC.

BY: /s/ Robert J. Olsen
Robert J. Olsen / Secretary

BYLAWS OF

PARK HEALTHCARE COMPANY

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Nashville, State of Tennessee.

Section 1.2 Other Offices. 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 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of 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 thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Tennessee or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present. Notwithstanding the foregoing provisions of this Section 3.10, the following actions shall require the affirmative vote of at least 80% of the entire board of directors: any proposal to sell, lease or otherwise alienate substantially all of the assets of the corporation; any proposal that the corporation enter into a merger; any proposal that the corporation incur indebtedness in excess of $200,000 or modify any line of credit to an amount in excess of $200,000; amendment of the bylaws.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, 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 of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee. Notwithstanding the foregoing, no such committee shall have the power to take any action requiring approval by a super majority of the board of directors as outlined in Section 3.10 above.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may

be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Act (the "Tennessee Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing 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 the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 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 shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be

declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. 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 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Florida, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. 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, 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 for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall

be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") 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 was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, 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 attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee'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 indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section 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 indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, 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 indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 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 20 days,

the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to 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 shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because 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 shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of 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 to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise 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.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or

unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 28th day of June, 1995.

Exhibit 3.190

CERTIFICATE OF FORMATION

OF

PENDLETON METHODIST HOSPITAL, L.L.C.

* * * * *

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 (the "Company") is Pendleton Methodist Hospital, L.L.C.

SECOND: The address of the registered office of the Company in Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801. The Company's registered agent at that address is The Corporation Trust Company.

THIRD: This Certificate of Formation shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has executed, signed and acknowledged this Certificate of Formation this 21st day of August, 2003.

Celeste A. Stellabott, Authorized Person

THIRD AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT OF PENDLETON METHODIST HOSPITAL, L.L.C.

THIS THIRD AMENDMENT (the "Amendment") to that certain Limited Liability Company Agreement dated December 31, 2003 (the "Agreement") for Pendleton Methodist Hospital, L.L.C., a Delaware limited liability company (the "Company"), is made and entered into effective as of the 31st day of March, 2005, by and between UHS of River Parishes, Inc. ("UHS of River Parishes"), and Methodist Health System Foundation, Inc. ("MHSFI").

RECITALS

WHEREAS, UHS of River Parishes and MHSFI, by virtue of assignment by Pendleton Memorial Methodist Hospital, are parties to the Agreement; and

WHEREAS, this Agreement has been previously amended to reflect the acquisition of Lakeland Medical Center by UHS-Lakeland, L.L.C., a Delaware limited liability company, whose sole member is the Company; and

WHEREAS, this Agreement has also been previously amended to reflect the acquisition Methodist Ambulatory Surgery Center from Methodist Ambulatory Surgery Center Partnership, a Louisiana partnership; and

WHEREAS, UHS of River Parishes, Inc. hereby warrants and represents that Surgery Center Property, L.L.C. purchased the land and building known as the Lake Forest Surgery Center, located at 10545 Lake Forest Boulevard, New Orleans, Louisiana 70127, from Lake Forest Management, L.L.C. for a contract sales price of $3,000,000, and made a net cash payment of $3,013,689.76 therefor at the closing; and

WHEREAS, UHS of River Parishes, Inc. hereby warrants and represents that Surgery Center of New Orleans East, L.L.C. purchased the accounts receivable, inventory, furniture, fixtures, equipment, and intangibles for the Lake Forest Surgery Center from Lake Forest Management, L.L.C., for a cash purchase price of $990,000, which it paid in cash in full at the closing; and

WHEREAS, UHS of River Parishes, Inc. hereby warrants and represents that it purchased for and paid in full (a) $3,013,690 to ASC Property Management, Inc. for a 100% limited liability interest in Surgery Center Property, L.L.C.; and (b) $990,000 to ASC of Louisiana, Inc. for a 100% limited liability company interest in Surgery Center of New Orleans East, L.L.C., the payments for these two entities thus totalling $4,003,690 ("Total Purchase Price"); and

WHEREAS, the parties hereto desire to amend the Agreement to reflect these purchases of or related to the Lake Forest Surgery Center; and.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. As permitted by Section 3.4, Capital Contributions and Capital Loans, and subject to the approval requirements of item (o) of Section 7.5, Reserve Powers, of the Agreement, UHS of River Parishes agrees to make an Additional Cash Contribution of 90% of the Total Purchase Price equating to $3,603,321, and MHSFI agrees to make an Additional Cash Contribution of 10% of the Total Purchase Price equating to $400,369.

2. Sections 12.5(a)(i), 12.5(b)(i), 12.6(a)(i) and 12.6(b)(i) are hereby amended to delete the reference to $14,361,800 and replace it with $14,762,169.

3. Except as herein and previously amended, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first appearing above.

METHODIST HEALTH SYSTEM FOUNDATION, INC.

By: _____
Frederick C. Young, Jr.
President

UHS of RIVER PARISHES, INC.

By: _____
Steve Filton
Vice President

SECOND AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF
PENDLETON METHODIST HOSPITAL, L.L.C.

THIS SECOND AMENDMENT (the "Amendment") to that certain Limited Liability Company Agreement dated December 31, 2003 (the "Agreement") for Pendleton Methodist Hospital, L.L.C., a Delaware limited liability company (the "Company"), is made and entered into effective as of the 31st day of December, 2004, by and between UHS of River Parishes, Inc. ("UHS of River Parishes") and Methodist Health System Foundation, Inc. ("MHSFI").

RECITALS

WHEREAS, UHS of River Parishes and MHSFI, by virtue of assignment by Pendleton Memorial Methodist Hospital, are parties to the Agreement; and

WHEREAS, this Agreement has been previously amended to reflect the acquisition of Lakeland Medical Center by UHS-Lakeland, L.L.C., a Delaware limited liability company, whose sole member is the Company; and

WHEREAS, UHS of River Parishes and MHSFI desire to amend the Agreement to reflect the acquisition Methodist Ambulatory Surgery Center for a purchase price of $2,618,000 ("Purchase Price") from Methodist Ambulatory Surgery Center Partnership, a Louisiana partnership; and

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. As permitted by Section 3.4, Capital Contributions and Capital Loans, and subject to the approval requirements of item (o) of Section 7.5, Reserve Powers, of the Agreement, UHS of River Parishes agrees to make an Additional Cash Contribution of 90% of the Purchase Price equating to $2,356,200, and MHSFI agrees to make an Additional Cash Contribution of 10% of the Purchase Price equating to $261,800.

2. Sections 12.5(a)(i), 12.5(b)(i), 12.6(a)(i) and 12.6(b)(i) are hereby amended to delete the reference to $14,100,000 and replace it with $14,361,800.

3. Except as herein and previously amended, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first appearing above.

METHODIST HEALTH SYSTEM FOUNDATION, INC.

By: _____
Frederick C. Young, Jr.
President

UHS OF RIVER PARISHES, INC.

By: _____
Steve Filton
Vice President

FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF
PENDLETON METHODIST HOSPITAL, L.L.C.

THIS FIRST AMENDMENT (the "Amendment") to that certain Limited Liability Company Agreement dated December 31, 2003 (the "Agreement") for Pendleton Methodist Hospital, L.L.C., a Delaware limited liability company (the "Company"), is made and entered into as of the 26th day of January, 2004, by and between UHS-Pendleton, Inc. ("UHS-Pendleton"), and Methodist Health System Foundation, Inc. ("MHSFI").

RECITALS

WHEREAS, UHS-Pendleton and MHSFI, by virtue of assignment by Pendleton Memorial Methodist Hospital, are parties to the Agreement; and

WHEREAS, UHS-Pendleton and MHSFI desire to amend the Agreement to reflect the acquisition of Lakeland Medical Center by UHS-Lakeland, LLC, a Delaware limited liability company whose sole member is the Company.

NOW, THEREFORE, the parties hereto hereby agree as follows:

AGREEMENT

1. Section 1.19 is hereby amended in its entirety to read as follows:

   "Hospitals" means the acute care hospital facilities commonly known as Pendleton Memorial Methodist Hospital, located at 5620 Read Boulevard, New Orleans, Louisiana 70127 and Lakeland Medical Center, located at 6000 Bullard Avenue, New Orleans, Louisiana 70128.

2. Section 2.3 is hereby amended to change the reference to "Hospital" to "Pendleton Memorial Methodist Hospital."

3. Section 2.4(a) is hereby amended to include a new subsection (f) as follows:

   (f) to be the sole member of UHS-Lakeland, L.L.C. and to operate the acute care hospital in the State of Louisiana known as Lakeland Medical Center.

4. Section 11.3 is hereby amended to change the reference to "Hospital" to "Pendleton Methodist Hospital".

5. The Agreement is hereby amended to replace the term "Hospital" throughout the Agreement with the term "Hospitals" except where "Hospital" is used as the legal name of an entity.

6. Sections 12.5(a)(i), 12.5(b)(i), 12.6(a)(i) and 12.6(b)(i) are hereby amended to delete the reference to $12,000,000 and replace it with $14,100,000.

7. Except as herein amended, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first appearing above.

METHODIST HEALTH SYSTEM FOUNDATION, INC.

By: _____
Frederick C. Young, Jr.
President

UHS-PENDLETON, INC.

By: _____
Steve Filton
Vice President

LIMITED LIABILITY COMPANY AGREEMENT

OF

PENDLETON METHODIST HOSPITAL, L.L.C.

(a Delaware Limited Liability Company)

Dated as of December 21, 2003

LIMITED LIABILITY COMPANY AGREEMENT

OF

PENDLETON METHODIST HOSPITAL, L.L.C.

This LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") of PENDLETON METHODIST HOSPITAL, L.L.C. (the "Company") is made and entered into as of December 21, 2003 (the "Effective Date"), by and among UHS-PENDLETON, INC., a Delaware corporation ("UHS-PENDLETON"), and PENDLETON MEMORIAL METHODIST HOSPITAL, a Louisiana nonprofit corporation ("PMMH"). The parties to this Agreement shall also be referred to individually as a "Member" and collectively as the "Members."

RECITALS

WHEREAS, the Members wish to enter into this Limited Liability Company Agreement to provide for, among other things, the initial capital contributions of the Members, the management of the business and affairs of the Company, the allocation of profits and losses among the Members, the respective rights and obligations of the Members to each other and to the Company, and certain other matters, all as herein set forth; and

WHEREAS, PMMH intends to transfer its Interest in the Company to Health System Network, Inc. ("Health System Network"), a Louisiana for-profit corporation and a wholly-owned subsidiary of Methodist Health System Foundation, Inc. ("MHSFI") immediately after the PMMH Special Distribution (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members agree as follows:

1. Definitions. When used in this Agreement, the following terms shall have the meanings set forth below:

1.1. "Act" means the Delaware Limited Liability Company Act, as amended and in effect from time to time.

1.2. "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or 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); and

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Treasury Regulations.

The foregoing definition of "Adjusted Capital Account Deficit" is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of Treasury Regulations and shall be interpreted consistently therewith.

1.3. "Agreement" means this Limited Company Agreement, as amended from time to time.

1.4. "Ancillary Agreements" means the Bill of Sale and Assignment and Assumption Agreement (as provided for in Section 1.6(a)(10) of the Contribution Agreement).

1.5. "Assignee" means a Person acquiring a Transferred Interest as set forth in Section 12.1.

1.6. "Bankruptcy' means the institution of any proceedings under federal or state laws for relief of debtors, including filing of a voluntary or involuntary petition in bankruptcy or the adjudication of a Person as insolvent or bankrupt, or the assignment of a Person's property for the benefit of creditors, or the appointment of a receiver, trustee or a conservator of any substantial portion of the Persons assets or the seizure by a sheriff, receiver, trustee or conservator of any substantial portion of the Person's assets, and the failure, in the case of any of these events, to obtain the dismissal of the proceeding or removal of the conservator, receiver or trustee within thirty (30) days of the event.

1.7. "Capital Account" means, for any given Member, an account determined and maintained for such Member in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv). Subject to and in accordance with said Regulation, each Member's Capital Account balance at any time shall equal such Member's Capital Contribution increased by the Member's allocable share of Company Profits, and decreased by Distributions made to the Member by the Company and the Member's allocable share of Company Losses. Upon the contribution to or Distribution from the Company of property, including money, in connection with the admission to or retirement from the Company of a Member, respectively, the assets of the Company shall be revalued on the books of the Company to reflect the fair market value of such assets at the time of the occurrence of such event, and the Capital Accounts of the Members shall be adjusted in the manner provided in Treasury Regulation Section 1.704-1(b) (2)(iv)(f).

1.8. "Capital Contribution" means, for any Member, the aggregate amount of money plus the fair market value of any property contributed by the Member to the capital of the Company (net of any liability secured by such contributed property that the Company assumes or takes subject to as primary obligor) pursuant to Section 3 hereof.

1.9. "Chief Executive Officer" means an employee of either UHS-Pendleton or an affiliate of UHS-Pendleton whose responsibilities include the management, supervision and administration of the day-to-day operations of the Company.

1.10. "Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of any successor statute.

1.11. "Company" means Pendleton Methodist Hospital, L.L.C., the limited liability company organized pursuant to this Agreement.

1.12. "Company Board" means the board of directors of the Company which shall have the powers and authority designated to it under Section 7, subject to exceptions for those Major Decisions requiring a vote of the Company Board under Section 7.5.

1.13. "Company Minimum Gain" has the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Treasury Regulations.

1.14. "Contribution Agreement" means that certain contribution agreement dated as of August 27, 2003 by and among the Company, PMMH and UHS-Pendleton.

1.15. "Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managing Member.

1.16. "Distribution" means the aggregate of the money or the fair market value of any property distributed to Members with respect to their Interests in the Company (net of any liability secured by such property that the Member assumes or takes subject to as primary obligor), other than payments to Members for services or as repayment of loans or advances.

1.17. "Fiscal Year" means the period defined in Section 6.1.

1.18. "Gross Asset Value" means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Managing Member, and the Gross Asset Value of any asset distributed to any Member shall be adjusted to equal its gross fair market value as of the date of distribution, as determined by the Managing Member and the distributee Member, provided that the initial Gross Asset Values of the asset contributed to the Company pursuant to Sections 3.1(b) and 3.1(c) shall be as set forth in such Sections.

1.19. "Hospital" means the acute care hospital facility, commonly known as Pendleton Memorial Methodist Hospital, located at 5620 Read Boulevard, New Orleans, Louisiana 70127.

1.20. "Interest" means the entire interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member

may be entitled as provided in this Agreement, subject to the obligations of such Member to comply with all of the terms and conditions of this Agreement.

1.21. "Major Decisions" means any of the actions of the Company requiring approval of a majority of the Managers appointed by UHS-Pendleton and a majority of the Managers appointed by PMMH, as set forth in Section 7.5.

1.22. "Manager" means a Person appointed to serve on the Company Board.

1.23. "Managing Member" means UHS-Pendleton.

1.24. "Nonrecourse Deduction" has the meaning set forth in Section 1.704-2(b)(1) and 1.704-2(c) of the Treasury Regulations.

1.25. "Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Treasury Regulations.

1.26. "Member" means UHS-Pendleton, PMMH and any New Member or Substitute Member listed on Schedule A, attached hereto, so long as such Person continues to be a Member hereunder.

1.27. "Member Nonrecourse Debt" has the same meaning as the term "partner nonrecourse debt" set forth in Section 1.704-2(b)(4) of the Treasury Regulations.

1.28. "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Treasury Regulations.

1.29. "Member Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deductions" set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Treasury Regulations.

1.30. "Percentage Interest" means, for purposes of allocating all items of profits and losses among the Members, a ratio, expressed in percentages, reflecting a Member's Interest in the Company relative to the Interests of other Members. The initial Percentage Interests of the Members are as set forth on Exhibit 1.30 hereto.

1.31. "Person" means any individual, partnership, limited liability company, corporation, association, trust, governmental agency or other legal entity.

1.32. "PMMH Contribution" means PMMH's initial Capital Contribution as set forth in Section 3.1 hereto.

1.33. "PMMH Special Distribution" shall have the meaning set forth in Section 5.3.

1.34. "Profits" and "Losses" means, for each Fiscal Year or other period, the Company's taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (including in such taxable income or loss all items of income, gain, loss or deduction required to be stated separately), increased by any income of the Company that is exempt from federal income tax, and decreased by expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv) of the Treasury Regulations. Profits and Losses, depreciation, depletion, amortization, gain, and loss with respect to any property (including intangibles) that under Sections 1.704-1(b)(iv)(d) or (b)(2)(iv)(f) of the Treasury Regulations is properly reflected on the books of the Company at a book value that differs from the adjusted tax basis of such property shall be determined based on the book value of such property, in accordance with the principles of Section 1.704-1(b)(2)(iv)(g) of the Treasury Regulations. Any items which are specially allocated pursuant to the provisions of Section 5.6 shall not be taken into account in computing Profits and Losses.

1.35. "Purposes" means the business purposes of the Company as described in Section 2.4.

1.36. "Service Area" of the Company means the area described in Exhibit 1.36, attached hereto.

1.37. "Substitute Member" means an Assignee admitted as a Member as set forth in Section 12.1.

1.38. "UHS-Pendleton Contribution" means the initial Capital Contribution of UHS-Pendleton as set forth in Section 3.1(c).

1.39. "Transfer" means any voluntary or involuntary sale, assignment, transfer, exchange, lease, mortgage, charge, hypothecation, pledge or other conveyance or encumbrance, including any transfer by operation of law or otherwise.

1.40. "Transfer Date" means the Closing Date set forth in the Contribution Agreement.

1.41. "Transferred Interest" means an Interest that is transferred as set forth in Section 12.1.

1.42. "Treasury Regulation" means those regulations promulgated pursuant to the Code.

2. Organization of the Company.

2.1. Formation.

(a) On August 21, 2003, the Company was formed as a limited liability company pursuant to and in accordance with the Act effective upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware. The rights and

liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. The Company shall also proceed with such filings as are required to qualify to do business in any state in which the Company Board determines, by unanimous vote, to be appropriate or necessary.

(b) Except as provided herein, the Company shall be managed by the Managing Member, having the powers specified in Section 7.1 hereof and subject to the limitations set forth in this Agreement.

2.2. Name. The name of the Company shall be Pendleton Methodist Hospital, L.L.C.

2.3. Principal Place of Business. The principal place of business of the Company shall be at the Hospital, which as of the date hereof is located at 5620 Read Boulevard, New Orleans, Louisiana 70127. The Company shall continuously maintain a principal office in the State of Louisiana, which office shall be located at its principal place of business. The Company may also have such other offices or places of business as the Board of Managers may from time to time determine.

2.4. Purposes. The Purposes of the Company shall be (a) to own and operate an acute care hospital in the State of Louisiana known as The Pendleton Memorial Methodist Hospital, (b) to provide or arrange for the provision of health care services or related services, (c) to furnish uncompensated and charity health care, (d) to develop and maintain an integrated delivery system, and (e) to engage in any other business and do any and all other acts and things agreed upon by the Members permitted under the Act and consistent with the foregoing.

2.5. Term. The term of the Company shall commence as of the date the Certificate of Formation was filed and shall have a perpetual existence unless sooner terminated as hereinafter provided.

2.6. Compliance With Securities Laws. Each Member represents and warrants that it has acquired or is acquiring its Interest for its own account, and not with a view toward the resale thereof. Each Member is fully aware and acknowledges that the offer and sale of the Interest which it has acquired or is acquiring has not been registered under the Securities Act of 1933, as amended, nor registered or qualified under the securities laws of any state or the District of Columbia. Each Member acknowledges and agrees that its Interest may not be sold, transferred, pledged, or hypothecated without registration under such acts or an opinion of legal counsel that such transfer may be legally effected without such registration. Additional restrictions on Transfers of Interests are set forth in this Agreement.

2.7. Resident Agent. The name and address of the Company's resident agent for service of process in the state of Delaware shall be The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801, until changed by the Managing Member.

3. Capitalization of Company.

3.1 Description, Timing and Value of Initial Capital Contributions.

(a) Provided the conditions set forth in Subsection (d) below are satisfied, each Member shall make its initial Capital Contribution to the Company on the Transfer Date.

(b) PMMH shall transfer and assign to the Company, as its initial Capital Contribution, all of its rights, title and interest in and to the Transferred Assets as defined in the Contribution Agreement (the "Assets"), subject to the obligations and liabilities described in the Contribution Agreement.

(c) UHS-Pendleton shall make an initial Capital Contribution to the Company with an aggregate value of $108,090,000.00, consisting of (i) $105,090,000.00 in cash and (ii) the pay-off of liabilities associated with Personal Property Leases (as defined in the Contribution Agreement) in the aggregate value of $3 Million, in accordance with Section 5.21 of the Contribution Agreement.

(d) On or before the Transfer Date, the Members shall take the following actions and/or ensure that the following events occur and such actions and events shall be conditions precedent to either Member's obligation to contribute its initial Capital Contribution.

(i) Each of PMMH, UHS-Pendleton, MHSF and the Company shall have executed and performed all of the terms, covenants, representations and warranties set forth in the Contribution Agreement, as well as the terms, covenants, representations and warranties set forth in this Agreement and the exhibits and schedules attached hereto.

(ii) On the Transfer Date, no action or proceeding shall be pending or threatened wherein an unfavorable judgment, decree or order would, in the reasonable opinion of legal counsel for either Member, prevent or make materially unfavorable the carrying out of this Agreement or would cause the transactions contemplated by this Agreement to be rescinded. In the event of the receipt of any communication from any department or agency of government or any other notice (a copy of which communication or notice shall be promptly delivered to the Company and each Member) prior to the closing with regard to the transactions contemplated by this Agreement, which communication or notice shall, in the reasonable opinion of legal counsel, threaten such an action or proceeding, either Member may terminate this Agreement by giving thirty (30) days advance written notice to the other Member. During such thirty (30) day period, UHS-Pendleton and PMMH shall meet and confer in good faith to attempt to resolve the issue which is the subject of the action or proceeding. In the event the parties are unable to do so, or fail to agree to extend the thirty (30) day period, either Member may terminate this Agreement by giving written notice to the other Member and all parties shall thereupon be released from any and all liability related to this Agreement.

(e) In the event that each of the conditions precedent set forth in Subsection (d) above shall not have been satisfied, the Members shall not be required to make

their respective initial Capital Contributions as provided for in Sections 3.1(b) and (c), and the Company shall be dissolved, pursuant to the provisions of Section 13.

3.2. Additional Members. Subject to the provisions of Section 7.5 and Section 12, the Company may from time to time elect to offer Interests to other Persons, as permitted by law. Any Member admitted to the Company after the execution of this Agreement shall make an initial Capital Contribution in an amount and at a time as determined by the Company in exchange for the issuance of its Interest. A new Member's initial Capital Contribution under this Section 3.2 shall, unless otherwise determined by the Company, equal the following amount:

(i) Percentage Interest of the new Member, multiplied by

(ii) the net fair market value of all the Company's assets (including any new Member's initial Capital Contribution), as of the effective date of admission.

3.3. Initial Capital Accounts. Immediately following (i) each Member's initial Capital Contribution as set forth in Section 3.1(b) and Section 3.1(c) above and (ii) the Special PMMH Distribution, the value of each Member's Capital Account shall be as set forth on Schedule B hereto.

3.4. Capital Contributions and Capital Loans. Members may make voluntary additional Capital Contributions of Funds to the Company (an "Additional Cash Contribution"). In the event a Member makes an Additional Cash Contribution, such Member's Capital Account and each Member's respective Percentage Interest shall be adjusted accordingly. The Company may borrow funds from any of the Members on reasonable terms and conditions approved by the Members at the time such loan or advance is obtained subject to Section 7.5 (any such loan, a "Capital Loan"). Any Capital Loan shall not increase or otherwise affect the Capital Accounts of any of the Members. Each Capital Loan shall accrue interest at a rate equal to the LIBOR plus 100 basis points and shall be repaid prior to any Distribution except for any Distribution made pursuant to Section 5.2 hereof.

3.5. No Withdrawals from Capital. No Member shall be entitled to withdraw funds from its Capital Account, except pursuant to a Distribution made in accordance with Section 5 or the Liquidation of the Company in accordance with Section 14, unless the Members unanimously consent thereto.

4. Representations and Warranties of UHS-Pendleton. UHS-Pendleton hereby represents and warrants to the Company and to PMMH, which representations and warranties shall be true and correct on the Effective Date, as follows:

4.1. Organization; Good Standing. UHS-Pendleton is a Delaware corporation, duly organized, validly existing and in good standing under the laws of Delaware with full company power and authority to carry on its businesses.

4.2. Authority; Validity; No Breach. UHS-Pendleton has the full right, power, legal capacity 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 and to

consummate the transactions contemplated hereby. All corporate and other actions required to be taken by UHS-Pendleton to authorize the execution, delivery and performance of this Agreement, all documents executed by it necessary to give effect to this Agreement, and all transactions contemplated hereby have been duly and properly taken or obtained or will be duly and properly taken or obtained by UHS-Pendleton prior to the Transfer Date. No other corporate or other action on the part of UHS-Pendleton is necessary to authorize the execution, delivery and performance of this Agreement, all documents necessary to give effect to this Agreement and all transactions contemplated hereby. Any consent which has not been obtained by UHS-Pendleton would not have an adverse effect on the transactions contemplated hereby.

This Agreement is, and the documents to be delivered at closing will be, the lawful, valid and legally binding obligations of UHS-Pendleton in accordance with their respective terms. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not, with or without the giving of notice and/or the passage of time: (a) violate the Certificate of Formation or Bylaws of UHS-Pendleton, or any provision of law, statute, rule or regulation to which UHS-Pendleton the subject; or (b) violate or conflict with any judgment, order, writ or decree of any court applicable to UHS-Pendleton; which violation or conflict would have a material adverse effect on the transactions contemplated hereby.

4.3. Consents and Approvals. UHS-Pendleton has obtained each consent, approval, permit, waiver, authorization or other action of or by any court, governmental or nongovernmental person or entity, that is required in connection with the execution, delivery or performance of this Agreement by UHS-Pendleton.

5. Distributions and Allocations.

5.1. Distributions. Subject to Section 13 below, the Managing Member may make Distributions to the Members of cash or other property of the Company. No Distribution under this Section 5.1 shall be made, however, unless (a) there are no outstanding Capital Loans and (b) the cash or property to be distributed is determined by the Managing Member, in accordance with sound business practices, to be in excess of the Company business needs, including for this purpose any and all reasonable reserves for working capital or liabilities of the Company, such as the Company's repayment obligations with respect to any debt, leases or other reasonably foreseeable contingencies. Other than the PMMH Special Distribution and Distributions under Section 5.2 below, all Distributions shall be in proportion to the Members' respective Percentage Interest.

5.2. Distribution for Taxes. Notwithstanding anything to the contrary in this Section 5, the Company shall, at the option of each Member, to the extent that the Company has sufficient cash available for distributions under this Section 5.2, and subject to the limitations of 5.1(b) above, distribute to each Member annually in cash an amount equal to at least the product of (i) such Member's allocable share of Net Income of the Company as reported on the Company's federal tax return for the Fiscal Year multiplied by (ii) the federal income tax rate for corporations applicable to ordinary income and capital gain income and the proportions of such types of income earned by the Company for such fiscal year plus the state income tax rate for corporations applicable to such Member for such fiscal year. Amounts distributed to the

Members pursuant to this Section 5.2 shall be deemed to be advance distributions of amounts to be distributed pursuant to Section 5.1 hereof and shall be treated as if such amounts had been distributed pursuant to Section 5.1 hereof. The Members acknowledge and agree that the sole purpose of this Section 5.2 is to enable the Company to distribute sufficient cash to each Member to permit each Member to satisfy its federal and state income tax obligations, if any, arising from allocations to such Member of the Member's allocable share of the Company's taxable income.

5.3. Record Date for Distributions. Each Distribution to the Members pursuant to this Agreement shall be made to the Members who are holders of record of Interests as of the date such Distribution is approved.

5.4. Special Distribution to PMMH. The Company shall, immediately after the Closing of the Contribution Agreement and the consummation of PMMH's initial Capital Contribution to the Company in accordance with Section 3.1(b) hereto, make a single extraordinary distribution to PMMH (the "PMMH Special Distribution") in the amount of $105,090,000.00, less the amount, if any, owed by PMMH to the Company under Section 1.3(b) of the Contribution Agreement, and, plus the amount, if any, owed by the Company to PMMH under Section 1.3(b) of the Contribution Agreement. Notwithstanding any such offset from the PMMH Special Distribution, PMMH's Capital Account shall be reduced in accordance with Section 1.7 by an amount equal to $105,090,000.00 upon the PMMH Special Distribution.

5.5. Allocations of Profits and Losses. Except as otherwise provided in Sections 5.6, Profits and Losses shall be allocated among the Members according to their respective Percentage Interests.

5.6. Special Allocations. The following special allocations shall be made in the following order:

5.6.1. Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Treasury Regulations, notwithstanding any other provision of this Section 5, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Treasury Regulations. This Section 5.6.1 is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.

5.6.2. Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Treasury Regulations, notwithstanding any other provision of this Section 5, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to Member Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member

Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Treasury Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Treasury Regulations. This Section 5.6.2 is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.

5.6.3. Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5), or Section 1.704-1(b)(2)(ii)(d)(6) of the Treasury Regulations, items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 5.6.3 shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 5 have been tentatively made as if this Section 5.6.3 were not in the Agreement.

5.6.4. Gross Income Allocation. In the event any Member has an Adjusted Capital Account Deficit at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Treasury Regulations, each such Member shall be specially allocated items of Company income and gain (including gross income) in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.6.4 shall be made only if and to the extent that such Member would have a Adjusted Capital Account Deficit in excess of such sum after all other allocations provided for in this Section 5 have been made as if this Section 5.6.4 were not in the Agreement.

5.6.5. Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704(2)(i)(1).

5.6.6. Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated among the Members in proportion to their Percentage Interests.

5.7. Curative Allocations. The allocations set forth in Sections 5.6.1, 5.6.2, 5.6.3, 5.6.4, 5.6.5 and 5.6.6 (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent

possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 5.6. Therefore, notwithstanding any other provision of this Section 5 (other than the Regulatory Allocations), the Managing Member shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement. In exercising its discretion under this Section 5.6, the Managing Member shall take into account future Regulatory Allocations under Section 5.6.1 and 5.6.2 that, although not yet made, are likely to offset other Regulatory Allocations previously made under Section 5.6.5 and 5.6.6.

5.8. Book Value/Tax Basis Differentials. In accordance with Section 704(b) and 704(c) of the Code and the Treasury Regulations promulgated thereunder, income, gain, loss, deductions and credit with respect to (i) any property contributed to the capital of the Company, and (ii) any property revalued on the Company's books in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f), shall, solely for tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such property to the Company for federal tax purposes and its value on the books of the Company. The Managing Member shall make such allocations using the 'remedial allocation method,' as specified in Treasury Regulation Section 1.704-3(d).

5.9. Allocation in Respect of Interest Held for Partial Year. In the event of a change in the Members' Percentage Interests during any Fiscal Year, Profits and Losses, if any, for such Fiscal Year shall be divided equally among the months of such year, and each Member shall participate in the allocation for each month on the basis of its Percentage Interest as of the last day of that month. Notwithstanding the foregoing, the Company shall in all events utilize an accounting method for determining the allocable shares of the above items to which the Members are entitled that complies with Code Section 706(d) and the Treasury Regulations thereunder.

6. Reports, Books and Records.

6.1. Maintenance. The Company shall maintain complete and accurate books and records, as required by the Act, at its principal office or such other place or places as the Managing Member may from time to time determine. The Company shall adopt the same fiscal year as UHS-Pendleton uses in its business, or such other fiscal year as is required to be adopted by the Company for federal income tax purposes under Section 706 of the Code (a "Fiscal Year").

6.2. Financial Statements and Income Tax Returns. The Managing Member shall cause to be prepared and delivered to each Member, within one hundred twenty (120) days after the expiration of each Fiscal Year, a balance sheet and a profit and loss statement of the Company, a statement showing the Capital Accounts, the Distribution and the share in the Profit and Losses of each of the Members for such Fiscal Year, and copies of all of the tax informational returns filed by or on behalf of the Company, together with such additional tax

information with respect to the Company's operation as shall be necessary for the preparation by the Members of their federal or sate income tax return. Each of the Members shall be entitled to request such additional reports on the operations or financial condition of the Company as they reasonably believe is appropriate.

6.3. Inspections. Each Member of record shall have the right to examine, at any reasonable time or times for all purposes, the books and records of account, and the minutes and records of the Company, and to make copies thereof at such Member's expense. Such inspection may be made by any agent or attorney of the Member.

6.4. Tax Elections; Adjustment of Basis of Company. Upon the Transfer of any Interest in the Company in the manner provided in Section 743 of the Code or a Distribution of property made in the manner provided in Section 734 of the Code, in the reasonable discretion of the Managing Member, the Company may file an election under Section 754 of the Code to adjust the basis of the assets of the Company under the circumstances and in the manner provided in Sections 734 and 743 of the Code. In the event of such election, the Managing Member shall take any and all necessary steps to consummate such adjustment, including, without limitation, the filing of the election with the income tax return of the Company for the first Fiscal Year to which the election applies.

The Managing Member may (but need not), in its sole and absolute discretion, make any other elections under the Code or the Treasury Regulations, and the Managing Member shall be absolved from all liability for any and all consequences to any previously admitted or subsequently admitted Members resulting from the making or failing to make any tax election.

6.5. Tax Matters Member. The Managing Member is hereby designated as the "tax matters member" in accordance with Section 6231 of the Code, and, in connection therewith and in addition to all other powers given thereto, shall have all powers necessary and appropriate to perform such role and to expend Company funds for professional services and costs associated therewith.

7. Management of the Company.

7.1. Responsibilities and Authority of the Managing Member.

(a) The overall management and control of the Company and all of its affairs shall be conducted by the Managing Member, except as otherwise set forth herein. The Managing Member shall oversee the implementation of the decisions of the Members and the day-to-day management of the Company by the Chief Executive Officer. The Managing Member shall devote such attention and business capacity to the affairs of the Company as may be reasonably necessary to fully perform its duties as Managing Member.

(b) In connection with the management and control of the Company, the Managing Member shall perform the following services on behalf of the Company (collectively, the "Services"):

(i) preparation of annual capital and operating budgets reflecting the anticipated revenues and expenses and sources and uses of capital for the Hospital;

(ii) preparation of annual and monthly financial statements for the operations of the Company, audit of such year end financial statements and preparation of tax returns (the Company shall pay for all out-of-pocket costs and expenses, including professional fees, incurred in connection with the audit of the financial statements or tax returns of the Company);

(iii) ordering and purchasing of inventory and supplies and such other materials which are necessary for the operation of the Company;

(iv) development and implementation of systems and procedures required for operation of the Company, including (A) a billing system, (B) a collection system, (C) a disbursement system, (D) a payroll system, (E) an insurance claim system and (F) an information management system (all out-of-pocket software development costs and expenses associated with the development of systems and procedures pursuant to this Section 7.1(b)(iv) and the costs of any additional data processing systems used by the Company shall be borne by the Company);

(v) maintenance of the Company's books, accounts and records;

(vi) assistance in ensuring the Company's legal compliance and JCAHO accreditation;

(vii) marketing and public relations of the Hospital;

(viii) negotiation and administration of the Company's managed care and other contracts;

(ix) general maintenance and repair of the Hospital and the Company's equipment, furniture and furnishings;

(x) administration of the Company's employees and personnel;

(xi) administration of the Company's insurance policies (In lieu of procuring insurance, the Managing Member may make arrangements for the Company to self-insure itself under self-insurance programs available to affiliates of Universal Health Services, Inc. ("UHS") at rates and on terms which are comparable to or better than those prevailing in the Company's industry);

(xii) administration of legal actions and proceedings beneficial to the Company (the costs of all such legal actions or proceedings shall be borne by the Company);

(xiii) billing of patients and insurers,

(xiv) collection and administration of revenues generated by the Company and payments of the Company's operating expenses in accordance with the provisions of Section 7.2(b) hereto; and

(xv) consulting services in connection with (A) data processing, (B) cash management and investment of funds, (C) tax matters, (D) design and construction issues related to existing and proposed facilities and (E) preparation of Medicare, Medicaid and other cost reports and other third party reimbursement issues;

provided, however, that the Managing Member shall not be responsible for performing any of the Services in the event of strikes, lock-outs, calamities, acts of God, unavailability of supplies or other events over which the Managing Member has no control for so long as such events continue, and for a reasonable period of time thereafter.

(c) As a fee for the Services provided by the Managing Member to the Company pursuant to Section 7.1(b) above, the Company shall pay to the Managing Member an amount equal to 3% of the net revenues of the Company each month accrued in accordance with generally accepted accounting principals (the "Management Fee"). The Management Fee shall be paid to the Managing Member by the tenth day of the following month for services rendered in the preceding month. The Managing Member may pass through or charge the Company, and the Company shall pay for, the cost of such additional services purchased by the Managing Member on behalf of the Company at commercially reasonable rates in accordance with this Section 7.1.

7.2. Deposit and Reimbursement of Company Funds.

(a) Company Account. The Managing Member shall deposit in a designated account in the name of and for the benefit of the Company or its applicable affiliate (the "Company Account") all receipts and monies arising from the operation of the Hospital.

(b) Cash Sweeps.

(i) At the end of each business day, the Managing Member shall be entitled to withdraw all of the cash from the Company Account for the purpose of utilizing such cash in accordance with Managing Member's (or its Affiliate's) cash management system (such daily withdrawal of the Company's cash hereinafter referred to as the "Cash Sweeps").

(ii) The Managing Member shall establish and maintain a memorandum account for the purpose of accounting for the Cash Sweeps (the "Sweeps Account"). The Sweeps Account shall be credited with the amounts of Cash Sweeps. The Sweeps Account shall be debited by an amount corresponding to the amount of Company fees, costs and expenses paid by Managing Member (or by an Affiliate of Managing Member) through its cash management system on behalf of the Company.

(iii) The Monthly Positive Bulance (as hereinafter defined), if any, of the Sweeps Account shall be deemed the outstanding principal amount of a recourse loan by the Company to Managing Member. The Monthly Negative Balance (as hereinafter defined), if any,

of the Sweeps Account shall be deemed the outstanding principal amount of a recourse loan by Managing Member to the Company.

(iv) On the fifth day following the last day of each month, the Company shall compute its Monthly Negative Balance Interest Amount (as hereinafter defined) or Monthly Positive Balance Interest Amount (as hereinafter defined), as the case may be. On the sixth day of the month immediately following the month for which such amounts are computed, the Sweeps Account shall be debited by the amount of the Monthly Negative Balance Interest Amount, if any, or credited, as the case may be, by the amount of the Monthly Positive Balance Interest Amount, if any.

(v) At the end of each Fiscal Year, the Company shall compute its Cumulative Negative Interest Amount (as hereinafter defined) or Cumulative Positive Interest Amount (as hereinafter defined), as the case may be, to be used in connection with the determination of Profits or Losses for such Fiscal Year.

(vi) For purposes of clauses (i) through (v) of this Section 7.2, the following definitions shall apply:

a. **"Cumulative Negative Interest Amount"** means, for any Fiscal Year, the excess, if any, of (i) the sum of all Monthly Negative Balance Interest Amounts for each month within such Fiscal Year, over (ii) the sum of all Monthly Positive Balance Interest Amounts for each month within such Fiscal Year.

b. **"Cumulative Positive Interest Amount"** means, for any Fiscal Year, the excess, if any, of (i) the sum of all Monthly Positive Balance Interest Amounts for each month within such Fiscal Year, over (ii) the sum of all Monthly Negative Balance Interest Amounts for each month within such Fiscal Year.

c. **"Monthly Average Balance"** means, with respect to any month of the Fiscal Year, the quotient of (i) the sum of (A) the Sweeps Account balance on the first day of such month plus (B) the Sweeps Account Balance on the least day of such month, divided by (ii) two.

d. **"Monthly Negative Balance"** means, with respect to any month of any Fiscal Year, the amount, if any, by which the Monthly Average Balance is less than zero.

e. **"Monthly Negative Balance Interest Amount"** means, with respect to any month of any Fiscal Year, the amount of interest owed by the Company to Managing Member on account of the Monthly Negative Balance for such month computed as the product of (i) the Monthly Negative Balance for such month, multiplied by (ii) the one month LIBOR as of the first day of such month plus 100 basis points (iii) divided by 12.

f. **"Monthly Positive Balance"** means, with respect to any month of any Fiscal Year, the amount, if any, by which the Monthly Average Balance is greater than zero.

g. **"Monthly Positive Balance Interest Amount"** means, with respect to any month of any Fiscal Year, the amount of interest owed by the Managing Member to the Company on account of the Monthly Positive Balance for such month computed as the product of (i) the Monthly Positive Balance for such month, multiplied by (ii) the Certificate of Deposit Rate as of the first day of such month (iii) divided by 12.

(vii) Termination of Sweeps Account.

a. Notwithstanding anything to the contrary in this Section 7.2, if PMMH reasonably determines that the financial condition of UHS creates a material risk that the Managing Member will not be able to pay necessary Company fees, costs and expenses of the sort that it would typically pay in the course of fulfilling its duties under Section 7.1 or that the Managing Member will not be able to repay any positive balance in the Sweeps Account (i.e., any loan by the Company to the Managing Member created as a result of the operation of the foregoing provisions of this Section 7.2), then PMMH, may, by written notice to the Managing Member (the "Sweep Termination Notice"), which notice shall be effective immediately upon its delivery, terminate the "Deposit and Disbursement of Funds" arrangement as set forth in the foregoing provisions of this Section 7.2.

b. In such case all loan balances owed by the parties pursuant to the foregoing provisions of this Section 7.2 shall be immediately due and payable in full. Managing Member shall immediately be obligated to pay any loan balance owed by it to the Company pursuant to the foregoing provisions of this Section 7.2 and the Company shall immediately be obligated to pay any loan balance owed by it to Managing Member pursuant to the foregoing provisions of this Section 7.2. Funds previously deposited in the Sweeps Account shall be deposited in an account in the name of the Company.

c. Reasonable grounds for PMMH's delivery of a Sweep Termination Notice shall be the following: (i) UHS's default on any debt obligation in excess of $5,000,000, following any reasonable cure period for such debt obligation; (ii) UHS's failure to show earnings before interest, depreciation, amortization and taxes in any three (3) consecutive quarters; or (iii) a going concern qualification included in an audit report for UHS.

7.3. Company Board of Managers.

7.3.1. The board of managers of the Company (the "Company Board") shall consist of seven (7) Managers. Two (2) members of the Company Board shall be appointed by PMMH and five (5) members of the Company Board shall be appointed by UHS-Pendleton. A minimum of one (1) of the Managers appointed by UHS-Pendleton must be a resident of the local community serviced by the Hospital.

7.3.2. The Chairman shall be elected by majority vote of the Company Board.

7.3.3. The initial Managers shall be as set forth in Exhibit 7.2.3 attached hereto. The term of each of the initial Managers shall be from the inception of the Company until the first meeting of the Members, at which time their successors shall be elected and qualified by

PMMH and UHS-Pendleton, respectively. PMMH and UHS-Pendleton shall retain the discretion to replace any of their respective elected Managers during their term as Managers. After the first meeting of the Members, all Managers shall serve terms of one (1) year, or until their successors shall have been elected and qualified or until the earlier of their death, removal, resignation or disqualification. After the first meeting, each Member shall annually elect its class of Managers. Managers elected by a Member shall be deemed to have resigned from the Company Board on the day that the Member ceases to be a Member. There shall be no limitation on the number of terms a Manager may serve.

7.3.4. An annual meeting of the Company Board shall be held at the date, time and place determined by the Company Board. Special meetings of the Company Board may be called by the Chairman, the Company Board or any three (3) Managers, or the Managing Member by giving at least two (2) days written notice to the Managers of the date, time, place and purpose of the special meeting, except in the case of an emergency, which shall only require reasonably sufficient notice to allow the participation of any Manager desiring to participate in such meeting. Participation at any meeting may be by any means of communication pursuant to which all Managers participating may simultaneously hear each other. Neither the business to be transacted at, nor the purpose of, any meeting of the Managers (other than for special meetings) need be specified in the notice of the meeting.

7.3.5. Any Manager may waive notice of any meeting. Except as set forth in the following sentence, the waiver must be in writing, signed by the Manager entitled to the notice and filed with the minutes or other records of the Company. A Manager's attendance at or participation in a meeting shall constitute a waiver of notice of that meeting unless the Manager is attending for the sole purpose of objecting to the notice.

7.3.6. The presence at a meeting of Managers representing a majority of the total voting power of the Company's Board shall constitute a quorum for such meeting. If less than a quorum of the Managers is present at a meeting, the Managers present shall adjourn the meeting to a different time.

7.3.7. Except as otherwise provided in this Agreement, the Managers appointed by a particular Member shall, as a group, have voting rights equivalent to that Member's Percentage Interest. With the exception of the Major Decisions described in Section 7.5, the affirmative vote of a majority of the Percentage Interests represented at a meeting at which a quorum is present shall be required for an action of the Managers.

7.3.8. The Member which elected a Manager may remove such Manager with or without cause. A Manager may resign at any time by giving written notice to the Member which elected such Manager or to the Chairman. A resignation is effective when the notice is given unless the notice specifies a future date. The pending vacancy may be filled before the effective date, but the successor shall not take office until the effective date.

7.3.9. A vacancy created by removal, death, incapacity, resignation or an increase in the number of Managers or by any other reason may be filled only by election by the Member which elected such Manager or, in the case of an increase in the number of Managers,

by the Member entitled to elect the new Managers. The individual elected to fill a vacancy shall serve until the next annual appointment of Managers by the Members.

7.3.10. A Manager who is present at a meeting of the Managers at which any official action is taken shall be conclusively presumed to have assented to the action unless he announces his dissent at the meeting, or his dissent is entered in the minutes of the meeting, or he files his written dissent with the secretary of the meeting before the meeting is adjourned.

7.3.11. Any action required or permitted to be taken at a meeting of the Managers may be taken without a meeting if a written consent setting forth the action so taken is signed by each Manager and is filed with the minutes of proceedings of the Managers.

7.3.12. No Manager shall receive a salary from the Company solely on account of his service as a Manager, but this shall not preclude the Company from reimbursing Managers for expenses reasonably incurred in connection with their service or from paying Managers for other services rendered to the Company.

7.4. Authority of the Company Board. Subject to Section 7.5 below, the Company Board shall retain decision making power with regard to those matters enumerated in Section 8 hereto.

7.5. Reserve Powers. For so long as PMMH is a Member of the Company, the approval of a majority of the Managers appointed by PMMH and a majority of the Managers appointed by UHS-Pendleton shall be required for the following actions (the "Major Decisions"); provided that in no event shall the enforcement by the Company of any rights under the Contribution Agreement be subject to this Section 7.5 :

(a) Material amendments to this Agreement;

(b) Sale or transfer of more than ten percent (10%) of the assets of the Company;

(c) Any reorganization, merger with, acquisition of, or sale of a majority of the aggregate Interests in the Company to, a Person other than an affiliate of UHS-Pendleton;

(d) The entering into any joint venture with a Person to engage in any healthcare or related activity within the Company's Service Area;

(e) The changing of the Company's name;

(f) Addition of Members to the Company or sale of any Membership Interest;

(g) Incurrence of debt by the Company which results in debt as a Percentage of total capitalization in excess of fifty percent (50%);

(h) Distributions to the Members by the Company except in accordance with this Agreement;

(i) Any material discontinuance, transfer outside of the Service Area or to the Chalmette Medical Center, or any addition that might result in a material adverse effect to Company, of any significant medical services provided at the Hospital as of the Transfer Date; provided that PMMH's approval shall not be unreasonably withheld. For purposes of this Section 7.5(i), PMMH's reasonable determination shall take into account such factors as:

(i) Whether the continuation of a service would impose a significant financial burden on the Company;

(ii) Whether the services to be discontinued or transferred are available in the community, subject to considerations of cost, quality, and reasonable access by patients and physicians; and

(iii) Whether the discontinuance, addition, or transfer of services is in the financial and strategic interest of the Company;

(j) Any material change in the categories or levels of services to be provided by the hospital;

(k) A material change in the Hospital's number of licensed beds;

(l) Any action resulting in a material change in the status of the any material license, certification or accreditation required by the Company for the operation of the Hospital;

(m) Actions that are inconsistent with the medical staff credentialing and continuing education requirements of the Hospital;

(n) Any material amendment to the bylaws, rules or regulations governing the Hospital's medical staff;

(o) Any Additional Cash Contributions of funds to the Company; and;

(p) Dissolution of the Company

8. Hospital Advisory Board. The Company shall establish a board of advisors. Such board (the "Advisory Board") shall consist of twelve (12) advisors (the "Advisors"), six of whom shall be appointed by PMMH (of which two such Advisors shall be members in good standing of the active PMMH medical staff) and the other six of whom shall be appointed by UHS-Pendleton (of which two such Advisors shall be members in good standing of the active PMMH medical staff); provided that no more than four (4) Advisors shall be employed by or affiliated with PMMH and no more than four (4) Advisors shall be employed by or affiliated with UHS-Pendleton. In the event that the Company establishes an Advisory Board, no less than four (4) Advisors shall be members of the community who are not employed by or affiliated with

UHS-Pendleton or PMMH. The Advisory Board shall make recommendations to the Company Board with respect to the following matters (the "Advisory Matters"):

(a) Medical staff appointments and reappointments and clinical privileges, in accordance with the medical staff bylaws.

(b) The establishment and maintenance of standards for the quality of services provided by the Hospital and policies implementing such standards and providing for their uniform application to all patients; provided however, that all standards requiring capital expenditures shall be subject to approval by the Managing Member.

(c) Advising the Chief Executive Officer regarding:

(i) the short–range and long-range plans and goals for the Hospital, including a three year capital budget; and

(ii) the Hospital's plan for improving its performance and assuring that necessary processes and structures are in place and that the planning and improvement process is collaborative.

(d) The encouragement of programs for continuing education for Medical Staff and employees.

(e) The appointment of a Chief Executive Officer.

(f) The establishment of requirements for the periodic review by the medical staff of the medical staff bylaws, rules, regulations and policies governing the medical staff.

(g) The approval of any changes to the medical staff bylaws, rules and regulations.

(h) The development of a quality assurance program, including a mechanism for review and monitoring of the quality of patient care services provided by employees and the Hospital on an ongoing basis and the identification and resolution of problems and identification of opportunities for improvement in patient care.

(i) The establishment of a process for the assurance of the competency of those individuals responsible for the assessment, treatment or care of patients in (i) the ability to obtain and interpret information regarding patient needs, (ii) knowledge of human growth and development and (iii) an understanding of the range of treatment needed by patients.

(j) The establishment of requirements for the review of policies and procedures to assure that the development and maintenance of such policies and procedures is the result of inter-departmental collaboration.

(k) The approval of directors of services of the medical staff in accordance with the medical staff bylaws

(l) The periodic review and proposal of amendments to the Bylaws of the Company.

(m) The adoption of rules and regulations as may be necessary to further the purposes of the Company's Bylaws.

(n) The evaluation of the performance of the Hospital's management, including its Chief Executive Officer, through the completion of questionnaires provided by the Managing Member.

(o) Assurance that the Hospital obtains and maintains (i) accreditation by the applicable accrediting bodies, including the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and (ii) eligibility for participation in the Medicare, Medicaid, or other payment programs selected by the Hospital, and compliance with applicable municipal, county, state and federal laws.

(p) Advising the Company Board regarding Hospital matters.

In the event that an Advisory Matter involves a Major Decision, the Company Board shall evaluate the recommendations (if any) made by the Advisory Board prior to taking any action with respect to such matter.

9. Chief Executive Officer. The Chief Executive Officer shall be appointed by, and shall serve at the pleasure of the Company Board. The Chief Executive Officer shall be responsible for managing, supervising and administering the day-to-day operations of the Company.

10. Confidential and Proprietary Information.

10.1. Confidential Information. Each Member recognizes that due to the nature of this Agreement, it will have access to information of a proprietary nature owned by the Company, another Member and/or affiliates of another Member, including but not limited to, documents and programs (whether or not completed or in use), operating manuals or similar materials that constitute nonmedical systems, policies and procedures, and methods of doing business, administrative, advertising or marketing techniques, financial affairs, and other proprietary information (collectively, the "Confidential Information"). Consequently, each Member acknowledges and agrees that the Company, the other Member(s) and the affiliates of the other Member(s) respectively, have a proprietary interest in such Confidential Information and that all such information constitutes confidential and proprietary information and/or trade secret property of the respective party or parties. Each Member hereby expressly and knowingly waives any and all right, title and interest in and to any other parties' Confidential Information and agrees to return all copies of Confidential Information to the provider(s) of such information at the Member's sole expense upon the termination of this Agreement; provided, however, that any Confidential Information developed and owned by the Company shall continue to be

available for use by the Members and their affiliates following the expiration or termination of this Agreement. Notwithstanding the foregoing, any Confidential Information used by the Members after the expiration or termination of this Agreement shall remain confidential and proprietary and shall not be shown or disclosed to Persons other than the Members affiliates without the prior written consent of the party or parties furnishing the Confidential Information or except: (1) as required in governmental filings or judicial, administrative or arbitration proceedings, or (2) as otherwise required by law (including but not limited to in response to a subpoena from a court or authorized governmental agency) (hereinafter the "Confidentiality Exception"). All provider cost and rate information and other comparable data deemed by a party to be proprietary shall only be furnished to the other party or parties and their representatives (or, if deemed by counsel to be appropriate in connection with compliance with applicable antitrust or similar laws, to a neutral party), who shall not release it to any other Person without the consent of such party or parties providing such data or unless a Confidentiality Exception applies.

Each Member further acknowledges and agrees that the Company, other Member(s), and other Member(s) affiliates, respectively, are entitled to prevent their respective competitors from obtaining and utilizing the Confidential Information. Therefore, each Member agrees to hold the Confidential Information in strictest confidence and to not disclose such information or allow such information to be disclosed, directly or indirectly, during and after the effectiveness of this Agreement to any Person or entity other than those Persons or entities who are legal and financial advisors or employees of or are otherwise affiliated with the Company, a Member or an affiliate of a Member, or the Company's affiliates (collectively, the "Company Representatives") on a need to know basis, without the prior written consent of the party or parties furnishing Confidential Information unless a Confidentiality Exception applies. Further, each Member shall require the Company Representatives that receive the Confidential Information to abide by the terms of this Section 10.1. Neither the Company, a Member nor any of the Company Representatives shall use Confidential Information other than in connection with the business of the Company or a Member's performance of its obligations under this Agreement until expiration or earlier termination of this Agreement. In addition, after the expiration or earlier termination of this Agreement, no Member shall disclose to anyone any Confidential Information obtained by the Member from the Company, a Member or an affiliate of a Member, other than upon the prior written consent of the party or parties providing the Confidential Information, unless a Confidentiality Exception applies.

10.2. The restrictions set forth in Section 10.1 above shall not apply to any information which becomes publicly known through no fault of the Members and their affiliates which received or were given access to such information by the other party or parties.

11. Rights and Duties of the Members.

11.1. Indemnification.

11.1.1. Actions by Third Persons. To the extent and in the manner permitted by the laws of the State of Delaware, the Company shall indemnify, defend and hold harmless any Person who was or is a party or is threatened to be made a party to any threatened,

pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by, or in the right of the Company, by reason of the fact that such Person is or was a Manager, Advisor, officer, employee or agent of the Company, or is or was a Member (including the Managing Member in its role as Tax Matters Member), or an officer, director, Advisor, employee or agent of such Member, or is or was serving at the request of the Company as a director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against expenses (including but not limited to attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such Person in connection with such action, suit or proceeding (1) if such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interests of the Company, (ii) if the acts or omissions forming the basis for such allegation were appropriately authorized by the Company, and (iii) if, with respect to any criminal action or proceeding, such Person had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of noncontenders or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which such Person reasonably believed to be in or not opposed to, the best interests of the Company and, with respect to any criminal action or proceeding, had reasonable cause to believe that conduct was unlawful. Indemnification shall not be permitted if a Member has been adjudged liable for personal benefits improperly received, willful misconduct, recklessness, or gross negligence with respect to the business of the Company.

11.1.2. Determination. Any indemnification under the provisions of Section 11.1.1 of this Agreement, unless ordered by a court, shall be made available to the Manager, Member, officer, Advisor, employee or agent only as authorized in the specific case following a specific determination that indemnification of the Manager, Member, officer, Advisor, employee or agent is proper under the circumstances because such person has met the applicable standard of conduct set forth in Section 11.1.1 of this Agreement. Such determination shall be made:

(a) by the Members by the vote of a majority in Percentage Interest consisting of Members who were not parties to such action, suit or proceeding; or

(b) if the disinterested Members so direct, by independent legal counsel in a written opinion.

11.1.3. Expense Advances. Expenses incurred by a Manager, officer or Member entitled to indemnification pursuant to Section 11.1.1 above in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding, determined on a case-by-case basis, if the action, suit or proceeding arises from the performance by Manager, officer or Member of Company duties; and upon receipt of an undertaking by or on behalf of such Manager, officer or Member to repay such amount if it shall be determined that such officer or Member is not entitled to be indemnified by the Company as authorized by the provisions of this Section 11. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Members deem appropriate.

11.1.4. Insurance. The Company may, to the full extent permitted by the laws of the State of Delaware, but only to such extent as may be determined by the Members, purchase and maintain insurance on behalf of any Person who is or was a Manager, officer, Advisor, employee or agent of the Company, or is or was a Member or an officer, director, employee or agent of such Member, or is or was serving at the request of the Company as a partner, member, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against and incurred by such Person in any such capacity or arising out of such Person's status as such, whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Section 11.

11.1.5. Continuation of Indemnification. The indemnification and advancement of expenses provided by or granted pursuant to this Section 11 shall continue as to a Person who has ceased to be a Manager, Advisor, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

11.2. Company Assets. The credit and losses of the Company shall be used solely for the benefit of the Company and shall not otherwise be used to further the personal gain of any of the Members. Title to and ownership of all of the assets of the Company shall at all times be vested in and stand in the name of the Company. The Managing Member shall execute, file and record such documents, which may become necessary to reflect the Company's ownership of such property in such public offices as may be required.

11.3. Charitable Care. the Company will provide charity and indigent care at a level that is equivalent to the level of such charity and indigent care that was previously provided by PMMH through the Hospital. The Company will also continue to maintain a chapel on site within the Hospital and appoint a Methodist Minister, approved by PMMH, as head of the chaplaincy staff.

12. Transfer of Membership Interests.

12.1. Restrictions on Transfer.

12.1.1. Restrictions on Transfers by UHS-Pendleton and PMMH. Except as provided in Section 12.1.2 below, neither UHS-Pendleton nor PMMH may Transfer their respective Interests in the Company unless the Member desiring to Transfer its Interest under this Section 12.1 obtains the prior written approval of the nontransferring Member, which approval shall not be unreasonably withheld. Notwithstanding anything to the contrary in this Section 12.1, in no event shall PMMH be entitled to transfer less than 100% of its Interest in the Company to any party.

12.1.2. PMMH's Right to Assign. Notwithstanding anything to the contrary contained herein, PMMH shall have the right to assign 100% (but not less than 100%) of its Interest in the Company to Health System Network, MHSFI, or any wholly owned subsidiary of MHSFI.

12.1.3. Limitations on Rights of Assignees. Transfers of interests in the Company under this Section 12.1 shall be, and any Person(s) acquiring a Transferred Interest (an "Assignee") shall acquire such Transferred Interest in the Company, subject to all of the terms and conditions of this Agreement. No Transfer of an Interest in the Company, including any transfer pursuant Section 12.1.2 above, shall relieve the transferring Member of its duties and obligations to the Company unless the Managing Member agrees in writing to release the transferring Member. An Assignee shall not be admitted as a Member (a "Substitute Member") unless all the requirements of Section 12.3 of this Agreement are satisfied. Absent admission as a Substitute Member, Assignees shall have no rights in the management of the Company and shall be permitted to receive only the share of the Company's income, gain, deductions, credits and losses to which the transferring Member was previously entitled.

12.2. New Members. New Members may be admitted to the Company upon satisfaction of the requirements of Sections 3.2 and 12.3 of this Agreement and subject to the provisions of Section 7.5. As new Members are admitted, any adjustment in the Percentage Interests of existing Members shall be made as mutually agreed.

12.3. Substitution of Assignees and Admission of New Members. Subject to Section 12.1 hereof relating to Transfers of Interests and Section 12.2 hereof relating to the admission of new Members, an Assignee may become a Substitute Member with all the rights and liabilities of any Member under this Agreement, and new Members may be admitted to the Company, if and only if (i) the Assignee or new Member executes and agrees to be bound by this Agreement in the place of the transferring Member or as a new Member, as applicable; (ii) in the event such Assignee is a corporation, partnership (general or limited), trust or limited liability company, such Assignee or new Member provides the Managing Member with evidence satisfactory to counsel for the Company of such Assignee's or new Member's authority to become a Member under the terms and conditions of this Agreement; (iii) the assignment or admission instruments, documents or statements, if any, are prepared, executed, acknowledged, filed, published and delivered as required by the Act or otherwise; (iv) the Assignee or new Member pays or obligates itself to pay any and all reasonable costs and expenses, including attorneys' fees, incurred by the Company in connection with such substitution or admission and (v) the Members and the Company Board approve the admission of the new Member, or the Assignee as a Substitute Member, under Section 7.5(*f*) of this Agreement, which approval shall not be unreasonably withheld. The admission of such Assignee or new Member shall not cause a dissolution of the Company. In addition, this Agreement and Exhibit 1.30 hereto shall be amended to reflect the admission of new Members and the reallocation of the existing Members' respective Percentage Interests in the Company without the necessity of any existing Members signature.

12.4. Effective Date of Assignment or Admission. For the purpose of allocating Company income, gains, deductions, credits and losses, an Assignee or new Member shall be treated as a Member on such date as consent of the nontransferring Members to such Transfer, as required under this Section 12, is obtained.

12.5. UHS-Pendleton's Call Option.

(a) UHS-Pendleton shall have the right (the "Fixed Call Option"), at any time within 180 days of each of the third, fifth, tenth and fifteenth anniversaries of the Transfer Date, to purchase the entire Interest of PMMH by paying to PMMH an amount equal to the 120% of the greater of either (i) $12,000,000 or (ii) the Exercise Date Fair Market Value of PMMH's Interest (as defined below) as determined on the date that UHS-Pendleton exercises its Fixed Call Option pursuant to this Section 12.5. For purposes hereof, Exercise Date Fair Market Value of PMMH's Interest at any time after the Transfer Date shall equal the Company's annualized net revenue for the twelve month period ending on the date of determination multiplied by PMMH's Percentage Interest.

(b) If the Managing Member determines at any time that PMMH is exercising its rights under this Agreement or the Contribution Agreement in commercially unreasonable manner, or in a manner that prevents the Managing Member from operating the Hospital in accordance with sound business practices or the general operating principals of UHS (an "Operations Impairment"), then UHS shall give PMMH written notice of such Operations Impairment, specifying in reasonable detail aspects of PMMH's conduct which the Managing Member deems to be commercially unreasonable or which prevent the Managing Member from operating the Hospital in accordance with sound business practices or the general operating principals of UHS (an "Impairment Notice"). Upon receipt of an Impairment Notice, the Managing Member and PMMH shall negotiate in good faith for a period of sixty (60) days to determine a commercially reasonable cure for such Operations Impairment. If, after the expiration of such sixty (60) day period, the Managing Member and PMMH cannot agree on a commercially reasonable cure for such Operations Impairment, then the Managing Member shall have the right (the "Impairment Call Option") to purchase PMMH's entire Interest for an amount equal to 120% of the greater of either (i) $12,000,000 or (ii) the Exercise Date Fair Market Value of PMMH's Interest on the date that the Managing Member exercises its Impairment Call Option pursuant to this Section 12.5(b).

12.6. PMMH's Put Option.

(a) PMMH shall have the right (the "Fixed Put Option"), at any time within 180 days of each of the third, fifth, tenth and fifteenth anniversaries of the Transfer Date, to require UHS-Pendleton to purchase its entire Interest for an amount equal to the greater of either (i) $12,000,000 or (ii) the Exercise Date Fair Market Value of PMMH's Interest on the date that PMMH exercises its Fixed Put Option pursuant to this Section 12.6(a).

(b) If PMMH determines at any time that the Managing Member is not operating the Hospital in manner that is consistent with the mission and purpose of PMMH, as specified in PMMH's certificate of incorporation, bylaws or other governing documents (a "Mission Deficiency"), then PMMH shall give the Managing Member written notice of such Mission Deficiency, specifying in reasonable detail the aspects of PMMH's mission and purpose that are not being adhered to and the specific actions or omissions of the Company that are the cause of such Mission Deficiency (a "Deficiency Notice"). Upon receipt of a Deficiency Notice, the Managing Member and PMMH shall negotiate in good faith for a period of sixty (60) days to determine a commercially reasonable cure for such Mission Deficiency. If, after the expiration of such sixty (60) day period, the Managing Member and PMMH cannot agree on a

commercially reasonable cure for such Mission Deficiency, then PMMH shall have the right (the "Mission Put Option") to require UHS-Pendleton to purchase its entire Interest for an amount equal to the greater of either (i) $12,000,000 or (ii) the Exercise Date Fair Market Value of PMMH's Interest on the date that PMMH exercises its Mission Put Option pursuant to this Section 12.6(b).

12.7. Effects of Put/Call Options. In the event that the Managing Member exercises either its Fixed Call Option or its Impairment Call Option in accordance with Section 12.5 above, or in the event that PMMH exercises either its Fixed Put Option or Deficiency Put Option in accordance with Section 12.6 above, PMMH's Interest shall immediately terminate and PMMH shall no longer be deemed to be a Member of the Company or have any other interest in the Company or rights under this Agreement, except for the right to receive payment for its Interest in accordance with Section 12.5 or 12.6, as the case may be. Accordingly, PMMH shall have no further right to vote on, or consent to, any matter, whether pursuant to Section 7.5 hereof or otherwise, and shall have no right to any distribution hereunder. The Capital Account of PMMH shall be reduced to zero and the amount of such reduction shall be allocated to the other Members, including the Managing Member.

13. Dissolution. Liquidation and Termination of the Company.

13.1. Events of Dissolution or Liquidation. The Company shall be dissolved upon the happening of any of the following events: (a) the written determination of the Company Board, (b) the unanimous written determination of the Members, (c) bankruptcy of the Company, or (d) the entry of a decree of judicial dissolution under the Act.

13.2. Liquidating Trust as Continuation of Business. Upon the dissolution of the Company, the Managing Member shall act as the "Liquidating Trustee" of the Company. During the period of the dissolution, liquidation and termination of the Company pursuant to the provisions of this Section 13, the business of the Company may be continued by the Liquidating Trustee to the extent necessary to allow an orderly winding up of the Company's affairs, including without limitation, the liquidation of the Company pursuant to the provisions of Section 13.3 below.

13.3. Liquidation of Company. Upon the dissolution of the Company pursuant to the provisions of Section 13.1 and within a reasonable time thereafter, the Liquidating Trustee shall wind up the Company's business and affairs in the following manner.

13.3.1. The Liquidating Trustee shall obtain and furnish an accounting with respect to (i) all Company accounts and the Capital Accounts of each Member (ii) the Company's assets and liabilities and (iii) the Company's operation from the date of the last financial statements of the Company to the date of its liquidation.

13.3.2. To the extent the Liquidating Trustee deems appropriate, all material, equipment, and real and personal property of the Company of any kind or nature may be sold.

13.3.3. The Liquidating Trustee shall pay the expenses of liquidation and the debts of the Company from the Company's assets, including debts owing to the Members in the order of priority provided by law.

13.3.4. The Liquidating Trustee shall ascertain the fair market value by appraisal or other reasonable means of all assets of the Company not sold and intended to be distributed to the Members in connection with the liquidation, and each Member's Capital Account shall be charged or credited, as the case may be, as if such property had been sold at such fair market value and the gain or loss realized thereby had been allocated to and among the Members.

13.3.5. Remaining proceeds shall be paid to the Members who have net positive balances in their Capital Accounts, as determined after taking into account all Capital Account adjustments for the Company's Fiscal Year, until all such balances have been reduced to zero or, in the event proceeds are insufficient, pro rata on account thereof.

13.3.6. In the event any proceeds remain after distributions pursuant to Sections 13.3.3 through 13.3.5 above, such proceeds shall be distributed to the Members according to their respective Percentage Interests.

14. Miscellaneous.

14.1. Notices. Any and all notices or demands in connection with this Agreement shall be in writing and served either personally, by certified mail, return receipt requested, or by Federal Express or other reputable overnight courier, at the respective addresses set forth opposite the signatures of the Members, or to such other addresses as any of them shall from time to time designate. If served personally, service shall be conclusively deemed made at the time of such service. If served by certified mail, service shall be conclusively deemed made on the fourth business day after the deposit thereof in the United States mail, postage prepaid, addressed pursuant to the provisions of this Section 14.1. If served by Federal Express or other overnight reputable courier, service shall be conclusively deemed made on the day after transmittal thereof.

14.2. Attorneys' Fees. Should any party retain counsel to enforce any of the provisions herein or protect its interest in any matter arising under this Agreement, or to recover damages by reason of any alleged breach of any provision of this Agreement, the losing party in any action pursued in a court of competent jurisdiction (the formality of which is not legally contested) shall pay to the prevailing party all costs, damages, and expenses incurred by the prevailing party, including, without limitation, attorneys' fees and costs incurred in connection therewith.

14.3. Interpretation. No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.

14.4. Waiver. No breach of any provision of this Agreement may be, waived except in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

14.5. Severability. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained in this Agreement so long as severance of the invalid provision does not materially alter the rights and obligation of the parties. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

14.6. Additional Documents. In addition to the documents and instruments to be delivered as provided in this Agreement, each of the parties shall, from time to time at the request of the other parties, execute and deliver to the other parties or the Company such other documents and shall take such other action as may be reasonably required to carry out more effectively the terms of this Agreement.

14.7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

14.8. Headings. Paragraph titles or caption contained in this Agreement are inserted as a matter of convenience and for reference purposes only, and in no way define, limit, interpret, extend or describe the scope of this Agreement or any provision of this Agreement

14.9. Survival of Obligations. All indemnities, and continuing agreements and covenants contained or referred to in this Agreement shall survive the execution and delivery of this Agreement and it shall not be a condition precedent to any indemnity set forth herein that the indemnified party shall have made any payment on account of any claim, loss, damage, obligation, liability, deficiency, penalty, cost or expense indemnified against herein.

14.10. Amendment. The Members acknowledge that the exhibits to this Agreement will be finalized subsequent to the execution of this Agreement. Subject to the provisions of Section 7.5, this Agreement may be amended by the Company Board.

14.11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective representatives, successors and permitted assigns.

14.12. Third Party Beneficiaries. Nothing in this Agreement shall be for the benefit of anyone not a party to this Agreement

14.13. Incorporation. All exhibits attached to this Agreement are incorporated herein by this reference.

14.14. Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same agreement.

14.15. Entire Agreement. This Agreement, including any exhibits, supersedes all previous written or oral agreements between the parties hereto with respect to the subject mater hereof.

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

UHS-PENDLETON:

UHS-PENDLETON, INC.

By: _____
Name: Richard C. Wright
Title: VICE PRESIDENT

c/o Universal Health Service
367 South Gulph Road
P.O. Box 61558
King of Prussia, PA 19046-0958
Attn: President

PMMH:

PENDLETON MEMORIAL METHODIST HOSPITAL

By: _____
Name: Frederick C. Young, Jr.
Title: President

c/o Methodist Health System Foundation, Inc.
555 Bullard Avenue, Suite 110
New Orleans, LA 70128
Attn: Fredrick C. Young, President

EXHIBIT 1.30

Percentage Interests of Members

UHS-PENDLETON, INC.	Ninety percent (90%) interest
PENDLETON MEMORIAL METHODIST HOSPITAL	Ten percent (10%) interest

EXHIBIT 1.36

Service Area

15 mile radius from the Hospital

EXHIBIT 7.2.3

Initial Company Board

SCHEDULE A

MEMBERS

Name	% Interest
Pendleton Memorial Methodist Hospital	10%
UHS-Pendleton, Inc.	90%

SCHEDULE B

INITIAL CAPITAL ACCOUNT

Name	Initial Capital Account[1]
Pendleton Memorial Methodist Hospital	$12,010,000
UHS-Pendleton, Inc.	$108,090,000

[1] Amount reflects Members' Capital Accounts immediately after (i) transfer of each Member's initial Capital Contribution in accordance with Section 3.1(b) and 3.1(c) and (ii) the PMMH Special Distribution.

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2767309

ARTICLES OF INCORPORATION

OF

PENNSYLVANIA CLINICAL SCHOOLS, INC.

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Pennsylvania Business Corporation Law, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Pennsylvania Clinical Schools, Inc.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Pennsylvania Business Corporation Law of 2988, as amended (the “Pennsylvania Act”).

ARTICLE FOUR

The Corporation is being organized on a stock share basis and the aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of $.01 par value per share common stock.

ARTICLE FIVE

The street address of the initial registered office for the Corporationis 319 Market Street, Harrisburg, Dauphin County, PA 17101; and the name of the initial registered agent of the Corporation at such address is Corporation Service Company.

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Certification#: 9028616-1 Page 1 of 8

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ARTICLE SIX

The number of directors of the Corporation may be fixed by the Bylaws. The Board of Directors shall have the authority to divide the authorized and unissued shares into classes and/or series, and to determine for any such class or series, its voting rights, designations, preferences, limitations and special rights.

ARTICLE SEVEN

The name and address of the incorporator is:

John E. Gillmor
414 Union Street
Suite 1600
Nashville, Tennessee 37219

ARTICLE EIGHT

To the greatest extent permitted by Pennsylvania 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 1713 of the Pennsylvania Act or (iv) for any transaction from which the director derives an improper personal benefit. If the Pennsylvania Act 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 Pennsylvania Act, as so amended.

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 NINE

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 "indemnitee"),

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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 Pennsylvania Act 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 indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee'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 indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee 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 Pennsylvania Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, 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 indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee 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 indemnitee 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 indemnitee shall also be entitled to he paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to 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 Pennsylvania Act. 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 Pennsylvania Act, 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

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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 these Articles of Incorporation or any Bylaws, 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 Pennsylvania Act.

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 Pennsylvania Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE TEN

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 24th day of July, 1997.

/s/ John E. Gillmor

John E. Gillmor, Incorporator
414 Union Street
Suite 1600
Nashville, Tennessee 37219

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Exhibit 3.193

AMENDED AND RESTATED

B Y L A W S

OF

PENNSYLVANIA CLINICAL SCHOOLS, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Pennsylvania Clinical Schools, 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

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 03/03/1998
981081592 – 2866294

CERTIFICATE OF INCORPORATION

OF

RAMSAY YOUTH SERVICES OF FLORIDA, INC.

THE UNDERSIGNED, for the purpose of forming a corporation pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: The name of the corporation is Ramsay Youth Services of Florida, Inc. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805, which address is located in the County of New Castle, and the name of the Corporation's registered agent at such address is the Corporation Service Company.

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

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 1,000 shares of common stock, $.01 par value per share.

FIFTH: Subject to the provisions of the General Corporation Law of the State of Delaware, the number of Directors of the Corporation shall be determined as provided by the By-Laws.

SIXTH: To the fullest extent permitted by Section 145 of the Delaware General Corporation Law, or any comparable successor law, as the same may be amended and supplemented from time to time, the Corporation (i) may indemnify all persons whom it shall have power to indemnify thereunder from and against any and all of the expenses, liabilities or other matters referred to in or covered thereby, (ii) shall indemnify each such person if he is or is threatened to be made a party to an action, suit or proceeding by reason of the fact that he is or was a director, officer, employee or agent of the Corporation or because he was serving the Corporation or any other legal entity in any capacity at the request of the Corporation while a director, officer, employee or agent of the

Corporation and (iii) shall pay the expenses of such a current or former director, officer, employee or agent incurred in connection with any such action, suit or proceeding in advance of the final disposition of such action, suit or proceeding. The indemnification and advancement of expenses provided for herein shall not be deemed exclusive of any other rights to which those entitled to indemnification or advancement of expenses may be entitled under any by-law, agreement, contract or vote of stockholders or disinterested directors or pursuant to the direction (however embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

SEVENTH: In furtherance and not in limitation of the general powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter or repeal the By-Laws of the Corporation, except as specifically stated therein.

EIGHTH: 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 §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 §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 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.

Corporation and (iii) shall pay the expenses of such a current or former director, officer, employee or agent incurred in connection with any such action, suit or proceeding in advance of the final disposition of such action, suit or proceeding. The indemnification and advancement of expenses provided for herein shall not be deemed exclusive of any other rights to which those entitled to indemnification or advancement of expenses may be entitled under any by-law, agreement, contract or vote of stockholders or disinterested directors or pursuant to the direction (however embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

SEVENTH: In furtherance and not in limitation of the general powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter or repeal the By-Laws of the Corporation, except as specifically stated therein.

EIGHTH: 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 §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 §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 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.

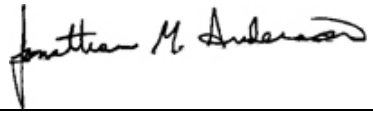
NINTH: Except as otherwise required by the laws of the State of Delaware, the stockholders and directors shall have the power to hold their meetings and to keep the books, documents and papers of the Corporation outside of the State of Delaware, and the Corporation shall have the power to have one or more offices within or without the State of Delaware, at such places as may be from time to time designated by the By-Laws or by resolution of the stockholders or directors. Elections of directors need not be by ballot unless the By-Laws of the Corporation shall so provide.

TENTH: 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.

ELEVENTH: 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) for the unlawful payment of dividends or unlawful stock purchases under Section 174 of the General Corporation Law of Delaware, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law of Delaware is amended to further eliminate or limit the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of Delaware, as so amended. Any repeal or modification of this Article by the stockholders of the Corporation shall be prospective only and shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

TWELFTH: The name and address of the incorporator is Jonathan M. Anderson, 237 Park Avenue, New York, New York 10017.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinabove named, does hereby execute this Certificate of Incorporation this 3rd day of March, 1998



Jonathan M. Anderson
Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:22 PM 12/30/2004
FILED 05:18 PM 12/30/2004
SRV 040955327 – 2866294 FILE

CERTIFICATE OF AMENDMENT OF

CERTIFICATE OF INCORPORATION

OF

RAMSAY YOUTH SERVICES OF FLORIDA, INC.

Ramsay Youth Services of Florida, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: The Certificate of Incorporation of the Corporation is hereby amended by deleting ARTICLE I in its present form and substituting in lieu thereof the following:

ARTICLE I
NAME

The name of the corporation is Premier Behavioral Solutions of Florida, Inc. (the "Corporation").

SECOND: The amendment to the Certificate of Incorporation of the Corporation set forth in this Certificate of Amendment has been duly adopted in accordance with the applicable provisions of Sections 141, 228 and 242 of the General Corporation Law of the State of Delaware, (a) the Board of Directors of the Corporation having duly adopted a resolution setting forth such amendment and declaring its advisability and submitting it to the stockholder of the Corporation for its approval, in conformity with the By-Laws of the Corporation and (b) the sole stockholder of the outstanding stock of the Corporation, having duly adopted the resolution setting forth such amendment by written consent in lieu of a meeting in conformity with the By-Laws of the Corporation.

THIRD: That this Certificate of Amendment of the Certificate of Incorporation shall be effective as of the date filed by the Secretary of State of Delaware.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment of its Certificate of Incorporation to be executed as of this 30th day of December, 2004.

RAMSAY YOUTH SERVICES OF FLORIDA, INC.

/s/ Steven T. Davidson
Vice President & Secretary

Exhibit 3.195

AMENDED AND RESTATED

B Y L A W S

OF

PREMIER BEHAVIORAL SOLUTIONS OF FLORIDA, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Premier Behavioral Solutions of Florida, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Delaware. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Delaware as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Delaware nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Delaware as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

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

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

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

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

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

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Delaware, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.196

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:05 PM 06/30/2003
FILED 11:57 AM 06/30/2003
SRV 030430161 - 2013043 FILE

CERTIFICATE OF MERGER

MERGING

PSI ACQUISITION SUB, INC.,
a Delaware corporation

WITH AND INTO

RAMSAY YOUTH SERVICES, INC.,
a Delaware corporation

Pursuant to Section 251 of the
General Corporation Law of the State of Delaware

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

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

Name	State of incorporation
PSI Acquisition Sub, Inc.	Delaware
Ramsay Youth Services, Inc.	Delaware

SECOND: That an agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each constituent corporation in accordance with the requirements of Section 251 (and with respect to PSI Acquisition Sub, Inc., Section 228) of the General Corporation Law of Delaware.

THIRD: That the name of the surviving corporation is Ramsay Youth Services, Inc., which shall change its name in accordance with Article FOURTH of this certificate to Psychiatric Solutions of Coral Gables, Inc.

FOURTH: That the Restated Certificate of Incorporation of Ramsay Youth Services, Inc. shall be amended in its entirety by virtue of the merger to read as set forth in Exhibit A attached hereto.

FIFTH: That the executed Agreement and Han of Merger, dated as of April 8, 2003, is on file at an office of the surviving corporation, the address of which is 113 Seaboard Lane, Suite C-100, Franklin, Tennessee 37067, a copy of which will be furnished by the surviving corporation, on request and without cost, to any stockholder of either constituent corporation.

Dated: June 30, 2003

RAMSAY YOUTH SERVICES, INC.

By: /s/ Marcio Cabrera
Marcio Cabrera, Secretary

EXHIBIT A

RESTATED CERTIFICATE OF INCORPORATION

OF

PSYCHIATRIC SOLUTIONS OF CORAL GABLES, INC.

ARTICLE I
NAME

The name of the corporation is Psychiatric Solutions of Coral Gables, Inc. (the "Corporation").

ARTICLE II
REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation in the State of Delaware is 9 East Loockerman Street, Suite 1B, Dover, County of Kent, Delaware 19901. The name of the registered agent of the Corporation in the State of Delaware at the registered office is National Registered Agents. Inc.

ARTICLE III
PURPOSES

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any and all lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware as now or hereinafter in force. The Corporation shall possess and exercise all of the powers and privileges granted by the General Corporation Law of the State of Delaware, by any other law or by this Certificate, together with all such powers and privileges incidental thereto as may be necessary or convenient to the conduct, promotion or attainment of the purposes of the Corporation.

ARTICLE IV
CAPITALIZATION

The Corporation shall have authority, acting by its Board of Directors, to issue one thousand (1,000) shares of common stock, all of such shares having a par value of $.001 per share (the "Common Stock"), and such shares being entitled to one (1) vote per share on any matter on which shareholders of the Corporation are entitled to vote and such shares being entitled to participation in dividends and to receive the remaining net assets of the Corporation upon dissolution. The number of authorized shares of any class may be increased or decreased (but not below the number of such shares then outstanding) by the affirmative vote of the holders of a majority of the Common Stock.

ARTICLE V
BOARD OF DIRECTORS

The Board of Directors of the Corporation shall consist of not less than two (2) nor more than fifteen (15) directors, the exact number to be fixed and determined from time to time by resolution of a majority of the Board of Directors. Any vacancy arising from the early retirement of a director may be filled by the vote of the remaining directors or the shareholders and the term of any such director shall be for the balance of the term of the retiring director.

ARTICLE VI
LIMITATION ON PERSONAL LIABILITY OF DIRECTORS

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director except for liability: (a) for any breach of the director's duty of loyalty to the Corporation or its shareholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) under Section 174 of the General Corporation Law of Delaware (or the corresponding provision of any successor act or law); and (d) for any transaction from which the director derived an improper personal benefit. If the law of the State of Delaware is hereafter amended to authorize corporate action further limiting or eliminating the personal liability of directors or officers, then the liability of directors or officers to the Corporation or its shareholders shall be limited or eliminated to the fullest extent permitted by law of the State of Delaware as so amended from time to time. Any repeal or modification of the provisions of this Article VII, either directly or by the adoption of an inconsistent provision of these Articles, shall be prospective only and shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification. In addition, if an amendment to the General Corporation Law of the State of Delaware limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Article VII which occur subsequent to the effective date of such amendment.

ARTICLE VII
INDEMNIFICATION

(a) The Corporation shall indemnify, and upon request shall advance expenses to, in the manner and to the fullest extent permitted by law, any officer or director (or the estate of any such person) who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan (an "indemnitee"). The Corporation may, to the fullest extent permitted by law, purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan against any liability which may be asserted against such person. To the fullest extent permitted by law, the indemnification and advances provided for herein shall include expenses (including attorneys' fees), judgments, penalties, fines and amounts paid in settlement. The indemnification provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person for any such expenses (including attorneys' fees),

judgments, fines and amounts paid in settlement to the fullest extent permitted by law, both as to action in his official capacity and as to action in another capacity while holding such office.

(b) Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee with respect to any claim, issue or matter in any action or suit by or in the right of the Corporation as to which the indemnitee shall have been adjudged to be liable to the Corporation, unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such indemnitee is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) The rights to indemnification and advancement of expenses set forth in this Article VII are intended to be greater than those which are otherwise provided for in the General Corporation Law of the State of Delaware, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to this Article VII are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the General Corporation Law of the State of Delaware, as amended from time to time. The rights to indemnification and advancement of expenses set forth in this Article VII above are nonexclusive of other similar rights which may be granted by law, these Articles, the Bylaws, a resolution of the Board of Directors or shareholders or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(d) Any repeal or modification of the provisions of this Article VII, either directly or by the adoption of an inconsistent provision of these Articles, shall be prospective only and shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification. In addition, if an amendment to the General Corporation Law of the State of Delaware limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Article VII which occur subsequent to the effective date of such amendment.

ARTICLE VIII
AMENDMENTS

The Board of Directors reserves the right from time to time to amend, alter, change or repeal any provision contained in these Articles in the manner now or hereinafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

ARTICLE IX
PREEMPTIVE RIGHTS

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

ARTICLE X
PERPETUAL EXISTENCE

The period of existence of the Corporation shall be perpetual.

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:49 PM 08/19/2003
FILED 07:33 PM 08/19/2003
SRV 030541044 - 2013043 FILE

CERTIFICATE OF AMENDMENT OF

RESTATED CERTIFICATE OF INCORPORATION

OF

PSYCHIATRIC SOLUTIONS OF CORAL GABLES, INC.

Psychiatric Solutions of Coral Gables, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: The Restated Certificate of Incorporation of the Corporation is hereby amended by deleting ARTICLE I in its present form and substituting in lieu thereof the following:

ARTICLE I
NAME

The name of the corporation is Premier Behavioral Solutions, Inc. (the "Corporation").

SECOND: The Restated Certificate of Incorporation of the Corporation is hereby amended by deleting ARTICLE II in its present form and substituting in lieu thereof the following:

ARTICLE II
REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808. The name of the registered agent of the Corporation in the State of Delaware at the registered office is Corporation Service Company.

THIRD: The amendments to the Restated Certificate of Incorporation of the Corporation set forth in this Certificate of Amendment have been duly adopted in accordance with the applicable provisions of Sections 141, 228 and 242 of the General Corporation Law of the State of Delaware, (a) the Board of Directors of the Corporation having duly adopted resolutions setting forth such amendments and declaring their advisability and submitting them to the stockholder of the Corporation for its approval, in conformity with the By-Laws of the Corporation and (b) the sole shareholder of the outstanding stock of the Corporation, having duly adopted the resolutions setting forth such amendments by written consent in lieu of a meeting in conformity with the By-Laws of the Corporation.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective as of the date filed by the Secretary of State of Delaware.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment of its Restated Certificate of Incorporation to be executed as of the 19th day of August, 2003.

PSYCHIATRIC SOLUTIONS OF CORAL GABLES, INC.

By: /s/ Steven T. Davidson
Name: Steven T. Davidson
Title: Secretary

** TOTAL PAGE.03 **

AMENDED AND RESTATED
B Y - L A W S
OF
PREMIER BEHAVIORAL SOLUTIONS, 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.

041229-0155 FILED 12/29/2004
PSI SURETY, INC
Filing Fee $110 00 ORIG
Mark Hammond South Carolina Secretary of State

DOMESTICATION OF A FOR.

ARTICLES OF DOMESTICATION

SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK **FILING FEE: $110.00**

PLEASE INCLUDE SELF-ADDRESSED, STAMPED ENVELOPE

The following foreign corporation hereby domesticates to South Carolina as a South Carolina corporation pursuant to the provisions of S C Code § 33–9–100 by filing these articles of domestication and making the following certification

1 The name of the domesticating corporation which complies with S C Code § 33–4–101 (Name of Corporation) is PSI Surety, Inc

2 The initial registered agent for service of process of the corporation is

Rebecca A. DiPietro (Name) _____ (Signature)

and the street address in South Carolina for this agent for service of process is

Aon Insurance Managers (USA) Inc — 7301 Rivers Avenue, Suite 230 (Street Address)

North Charleston (City) — South Carolina (State) — 29406 (Zip Code)

3 The corporation is authorized to issue shares of stock as follows (Complete "a" or "b" as may be applicable)

[X] a The corporation is authorized to issue a single class of shares The total number of authorized shares is 1,000

[ ] b The corporation is authorized to issue more than one class of shares

Class of Shares	Authorized No of Each Class

The relative right, preference, and limitations of the shares of each class, and of each series within a class, are as follows Not Applicable

4 The former state or jurisdiction of incorporation and date of incorporation are

Montana — December 20, 2002

5 If the name of the corporation is different than the corporation domesticating in South Carolina, then state the former name here Not Applicable

PSI Surety, Inc
Name of Corporation

6 The domesticating corporation shall file within five business days, with the state where the corporation was previously incorporated, articles of dissolution or the equivalent or such other appropriate filing as authorized by the law of such state

7 These articles of domestication do not contain any provision that would require action by one or more separate voting groups on a proposed amendment to the articles of incorporation pursuant to S C Code § 33–10–104

8 These articles of domestication were authorized by a majority of the votes cast by all shareholders entitled to vote on the proposal If the articles of incorporation or other charter document state a greater vote was required then please state that amount here

---

9 Unless a delayed effective date is specified these articles will be effective when endorsed for filing by the Secretary of State Specify any delayed effective date and time

---

10 Name, address and signature of the director or officer authorized to sign these articles

Jack Polson
Type or Print Name

President
Title

840 Crescent Centre Dr, Suite 460
~~111 Seaboard Lane, Suite C-100~~, Franklin, Tennessee 37067
Address

Signature

(843) 576–5466
Telephone Number

11 I, T Douglas Concannon, an attorney licensed to practice in the state of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Chapters 2 and 9, Title 33 of the 1976 South Carolina Code of Laws, as amended, relating to the articles of incorporation and articles of domestication

December 2004
Date

Signature

Exhibit 3.199

AMENDED AND RESTATED
B Y - L A W S
OF
PSI SURETY, INC.

ARTICLE I

OFFICES

Section 1. The registered office shall be in the State of South Carolina.

Section 2. The corporation may also have offices at such other places both within and without the State of South Carolina. As the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place either within or without the State of South Carolina as may be fixed from time to time by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of shareholders shall be held on the first day of May if not a legal holiday, and if a legal holiday, then on the next secular day following, at 11 a.m. or such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten or more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 5. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president or a majority of the board of directors, or at the request in writing of shareholders owning not less than twenty percent of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Except as otherwise provided by the statute or by the articles of incorporation, written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer of persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing directors.

Section 9. When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by law or the articles of incorporation.

Section 10. Unless otherwise provided in the articles of incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 11. Unless otherwise provided in the articles of incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

If the articles of incorporation provide that a consent may be signed by fewer than all of the shareholders having voting power on any question, then the consent need be signed only by shareholders holding that proportion of the total voting power on the question which is required by the articles of incorporation or by law, whichever requirement is higher. The consent, together with a certificate by the secretary of the corporation to the effect that the subscribers to the consent constitute all or the required proportion of the shareholders entitled to vote on the particular question, shall be filed with the records of proceedings of the shareholders. If the consent is signed by fewer than all of the shareholders having voting power on the question, prompt notice shall be given to all of the shareholders of the action taken pursuant to the consent.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of South Carolina nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

In addition, vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of South Carolina, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any' personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise.

MEETINGS OF THE BOARD OF DIRECTORS

Section 6. Meetings of the board of directors, regular or special, may be held either within or without the State of South Carolina.

Section 7. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 8. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 9. Except as otherwise provided by statute or the articles of incorporation, special meetings of the board of directors may be called by the president on four days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 10. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 11. A majority of the board of directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, then directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 13. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors may participate in a meeting of the board of directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

PROXY VOTE BY DIRECTORS

Section 14. Any director absent from a meeting may be represented by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of said absent director, filed with the secretary.

COMMITTEES OF DIRECTORS

Section 15. The board of directors, by resolution adopted by a majority of the board of directors, may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors, but the president may designate another director to serve on the committee pending action by the board.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

REMOVAL OF DIRECTORS

Section 16. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors, may be removed, with or without cause by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

ADVISORY COMMITTEES

The board of directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the Chairman of the Board or the directors of the corporation. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the board of directors.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it

appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Unless otherwise provided in the articles of incorporation or these by-laws, any two of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

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

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

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed with or without cause at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

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

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

THE VICE PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of and be subject to all the restrictions upon the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the state of South Carolina.

ARTICLE VIII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, South Carolina." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 7. The corporation, to the full extent permitted by the laws of the State of South Carolina, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served with another corporation, partnership, joint venture or other enterprise at the request of the corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the corporation.

ARTICLE IX

AMENDMENTS

Section 1. These by-laws may be altered, amended, or repealed or new by-laws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

NORTH DAKOTA BUSINESS OR FARMING LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

SECRETARY OF STATE
SFN 58701 (07-2008)

RECEIVED
FEB 04 2009
SEC. OF STATE

FOR OFFICE USE ONLY

ID Number:	25,179,000 LLC
WO Number:	553319
Filed: 2-10-09	By: NS

FILING FEE: $ 135.00

ATTACHMENT: Initial Report for Farming or Ranching is required of limited liability companies engaged in farming or ranching.

TYPE OR PRINT LEGIBLY

SEE REVERSE SIDE FOR FEES, FILING AND MAILING INSTRUCTIONS.

The undersigned natural persons of the age of eighteen years or more, acting as organizers, adopt the following Articles of Orgnization according to:

(check one) ☒ North Dakota Limited Liability Company Act (North Dakota Century Code, Chapter 10-32) (for general business purposes)
☐ North Dakota Corporate or Limited Liability Company Farming Act (North Dakota Century Code, Chapter 10-06.1)

Article 1. Name of Limited Liability Company
PSJ Acquisition, LLC

Article 2.A. Name of commercial registered agent in North Dakota
C T Corporation System

OR

2.B. Name of noncommercial registered agent in North Dakota

NS

2.C. Address of noncommercial registered agent in North Dakota: (Street/RR, PO Box, City, State, Zip+4) **May not be only a post office box.**

Article 3. The Limited Liability Company shall be effective
(check one) ☒ When filed with the Secretary of State
☐ Later on _____ (month, day, year)

Article 4. The existence of the limited liability company shall be perpetual, OR

Article 5. Purposes for which the Limited Liability Company is organized are general business purposes, OR

Article 6. Other provisions elected for inclusion

Article 7. The name and address of each organizer

NAME	COMPLETE MAILING ADDRESS Street/RR	PO Box	City	State	Zip+4
E. Brent Hill, Esq.	511 Union Street, Suite 2700		Nashville	TN	37219

"The above named organizers, have read the foregoing Articles of Organization, know the contents, and believe the statements made therein to be true. I further authorize the Secretary of State to correct Articles 2. A. or 2. B. if not correctly reflected."

Signature E. Brent Hill	Date February 3, 2009
Signature	Date
Signature	Date
Name of person to contact about this document: Ann K. Rich, Paralegal	E-Mail Address:
	Daytime telephone # and extension, if any: (615) 850-8745

ND101 - 01/24/2008 C T System Online

STATE OF NORTH DAKOTA
Office of Secretary of State

SECRETARY OF STATE

PSJ ACQUISITION, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of PSJ Acquisition, LLC, a North Dakota limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Psychiatric Solutions Hospitals, LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the North Dakota Limited Liability Company Law, Title 10, Chapter 10-32 of the 2009 North Dakota Century 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 "PSJ Acquisition, LLC," or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the North Dakota Secretary of State on February 10, 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, Psychiatric Solutions Hospitals, LLC is the sole Member of the Company. The Member's membership

interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of North Dakota as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of North Dakota without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

PSYCHIATRIC SOLUTIONS HOSPITALS, LLC

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

PSJ ACQUISITION, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

Exhibit 3.202

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:42 PM 09/28/2005
FILED 07:42 PM 09/28/2005
SRV 050797031 – 2666614 FILE

CERTIFICATE OF FORMATION
OF
PSYCHIATRIC SOLUTIONS HOSPITALS, LLC

The undersigned authorized person, desiring to form a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act, 6 Delaware Code, Chapter 18, does hereby certify as follows:

1. The name of the limited liability company (the "LLC") is Psychiatric Solutions Hospitals, LLC.

2. The address of its registered office in the State of Delaware is 160 Greentree Drive, Suite 101 in the City of Dover, Delaware. The name of its registered agent at such address is National Registered Agents, Inc.

3. This Certificate of Formation shall be effective at 11:59 p.m. on September 30, 2005.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 28th day of September, 2005.

/s/ Steven T. Davidson
Steven T. Davidson

State of Delaware
Certificate of Amendment

1. Name of Limited Liability Company: Psychiatric Solutions Hospitals, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows: Article 2, the address of its Registered Office in the state of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801. 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, 2007.

By: /s/ Jennifer Shanders
Name: Jennifer Shanders
Print or Type
Title: Authorized Person

DE077 - CT System Online

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:25 PM 10/10/2007
FILED 11:09 AM 10/10/2007
SRV 071100280 – 2666614 FILE

Exhibit 3.203

PSYCHIATRIC SOLUTIONS HOSPITALS, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by Psychiatric Solutions, Inc., a Delaware corporation and the sole member (the "Managing Member") of PSYCHIATRIC SOLUTIONS HOSPITALS, LLC, a Delaware limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Delaware (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") of the State and entering into an Operating Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Member" means the Managing Member and any Person who subsequently is admitted as a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on September 26, 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 "PSYCHIATRIC SOLUTIONS HOSPITALS, LLC". The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be The Corporation Trust Company located at 1209 Orange Street, Wilmington, DE 19801.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Exhibit 3.204

[ILLEGIBLE]

CHARTER

OF

PSYCHIATRIC SOLUTIONS OF FLORIDA, INC.

The undersigned person, having capacity to contract and acting as the Incorporator of a corporation for profit under the Tennessee Business Corporation Act, hereby adopts the following Charter for such corporation:

1. The name of the corporation is Psychiatric Solutions of Florida, Inc.

2. The corporation's initial registered office is located at 315 Deaderick Street, Suite 1800, Nashville, Tennessee 37238, County of Davidson. The initial registered agent at that office is Glen Allen Civitts, Esq.

3. The name and address of the incorporator is Glen Allen Civitts, Esq., Harwell Howard Hyne Gabbert & Manner, P.C., 315 Deaderick Street, Suite 1800, Nashville, Tennessee 37238.

4. The address of the principal office of the corporation shall be 3401 West End Avenue, Suite 510, Nashville, Tennessee 37203, County of Davidson.

5. The corporation is for profit.

6. The corporation is authorized to issue One Thousand (1,000) shares of common stock, no par value.

7. The business and affairs of the corporation shall be managed by a Board of Directors:

a. The number of directors and their term shall be specified in the By-laws of the corporation;

b. Whenever the Board of Directors is required or permitted to take any action by vote, such actions may be taken without a meeting on written consent setting forth the action so taken, signed by all of the directors, Indicating each signing director's vote or abstention. The affirmative vote of the number of directors that would be necessary to authorize or to take such action at a meeting is an act of the Board of Directors;

c. Any or all of the directors may be removed with cause by a majority vote of the entire Board of Directors.

8. To the fullest extent permitted by the Tennessee Business Corporation Act as the same may be amended from time to time, a director, officer or incorporator of the

corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty in such capacity. If the Tennessee Business Corporation Act is amended after approval by the shareholders of this provision, to authorize corporate action further eliminating or limiting the personal liability of a director, officer or incorporator then the liability of a director, officer or incorporator of the corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Business Corporation Act, as so amended from time to time. Any repeal or modification of this Section 8 by the shareholders of the corporation shall not adversely affect any right or protection of a director, officer or incorporator of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

9. 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 and whether formal or informal (hereafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or incorporator of the corporation or is or was serving at the request of the corporation as a director, officer, manager or incorporator of another corporation, or of a partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer or incorporator or in any other capacity while serving as a director, officer or incorporator, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Act, as the same may 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 such law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including but not limited to counsel fees, Judgments, fines, ERISA, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer or incorporator and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. The right to indemnification conferred in this Section 9 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that an advancement of expenses incurred by an Indemnitee shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such Indemnitee, 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 that such Indemnitee is not entitled to be indemnified for such expenses under this Section 9 or otherwise, the Indemnitee furnishes the corporation with a written affirmation of his or her good faith belief that he or she has met the standards for indemnification under the Tennessee Business Corporation Act, and a determination is made that the facts then known to those making the determination would not preclude indemnification.

[ILLEGIBLE]

[ILLEGIBLE]

The corporation may indemnify and advance expenses to an officer, employee or agent who is not a director to the same extent as to a director by specific action of the corporation's Board of Directors or by contract.

The rights to indemnification and to the advancement of expenses conferred in this Section 9 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, this Charter, Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, and the corporation is hereby permitted to grant additional rights to indemnification and advancement of expenses to the fullest extent permitted by law, by resolution of directors, or an agreement providing for such rights.

The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, limited liability company, joint venture, trust or other enterprise 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 Business Corporation Act.

Dated this 24th day of February, 1998.

/s/ Glen Allen Civitts, Incorporator
Glen Allen Civitts, Incorporator

[ILLEGIBLE]

[ILLEGIBLE]

ARTICLES OF AMENDMENT
TO THE CHARTER
OF
PSYCHIATRIC SOLUTIONS OF FLORIDA, INC.

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-20-103 of the Tennessee Business Corporation Act, the undersigned corporation submits these Articles of Amendment to its Charter as follows:

1. The name of the corporation is Psychiatric Solutions of Florida, Inc.

2. Section 1 of the Charter is hereby amended and restated in its entirety to read as follows:

"The name of the Corporation is Psychiatric Solutions of Virginia, Inc."

3. This Amendment was duly adopted by the sole shareholder and the board of directors of the Corporation on July 20, 2004.

4. This Amendment, which will constitute an amendment to the Charter, is to be effective when filed with the Secretary of State.

IN WITNESS, WHEREOF, the undersigned has executed these Articles of Amendment this 23rd day of July, 2004.

Psychiatric Solutions of Florida, Inc.

By: _____

Joey A. Jacobs

Title: President

Exhibit 3.205

AMENDED AND RESTATED

B Y L A W S

OF

PSYCHIATRIC SOLUTIONS OF VIRGINIA, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Psychiatric Solutions of Virginia, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Tennessee. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Tennessee as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Tennessee nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Tennessee as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

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

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Tennessee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

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

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

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

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Tennessee, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.206

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

PMR CORPORATION

PMR CORPORATION, a corporation organized and existing under the laws of the state of Delaware, hereby certifies as follows:

1. The name of the corporation is PMR Corporation (the "Corporation").

2. The date of the filing of the Corporation's original Certificate of Incorporation with the Secretary of State of Delaware was January 8, 1988 under the name Zaron Capital, Inc.

3. The Certificate of Incorporation of this Corporation is hereby amended and restated to read as follows:

Article I.

The name of this Corporation is PMR CORPORATION.

Article II.

The address, including street, number, city, and county, of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

Article III.

The name of the registered agent in Delaware at such address is The Corporation Trust Company.

Article IV.

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

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 03/09/1998
981089721 – 2148781

Article V.

A. This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of stock which the Corporation is authorized to issue is twenty million (20,000,000) shares, of which nineteen million (19,000,000) shares shall be Common Stock, each having a par value of one cent ($.01) per share and one million (1,000,000) shares shall be Preferred Stock, each having a par value of one cent ($.01) per share.

B. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized, by filing a certificate (a "Preferred Stock Designation") pursuant to the Delaware General Corporation Law, to fix or alter from time to time the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions of any wholly unissued series of Preferred Stock, and to establish from time to time the number of shares constituting any such series or any of them; and to increase or decrease the number of shares of any series subsequent to the issuance of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be decreased in accordance with the foregoing sentence, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

Article VI.

All of the powers of this Corporation, insofar as the same may be lawfully vested by this Certificate of Incorporation in the Board of Directors are hereby conferred upon the Board of Directors of this Corporation. In furtherance and not in limitation of that power, the Board of Directors shall have the power to make, adopt, alter, amend and repeal from time to time Bylaws of this Corporation, subject to the right of stockholders entitled to vote with respect thereto to adopt, alter, amend and repeal Bylaws by the Board of Directors; provided, however, that Bylaws shall not be adopted, altered, amended or repealed by the stockholders of the Corporation except by the affirmative vote of the holders of two-thirds of the combined voting power of the then outstanding shares of stock entitled to vote on any proposed amendment to the Bylaws.

Article VII.

A. No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director, except (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after

approval by the stockholders of this Article VII to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the fullest extend permitted by Delaware General Corporation Law, as so amended.

B. Any repeal or modification of this Article VII shall be prospective and shall not affect the rights under this Article VII in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

Article VIII.

The Corporation may indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any and all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement or incurred in connection with the investigation, preparation to defend or defense of such action, suit, proceeding or claim, to the fullest extent permitted by the Delaware General Corporation Law, as amended from time to time. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise, against any such expense, liability or loss, to the fullest extent permitted by the Delaware General Corporation Law.

Article IX.

Amendments to the Certificate of Incorporation of the Corporation shall require the affirmative vote of the holders of two-thirds of the combined voting power of the then outstanding shares of stock entitled to vote on any proposed amendment to the Certificate of Incorporation. Notwithstanding the foregoing, in the event that a resolution to amend the Certificate of Incorporation of the Corporation is adopted by the affirmative vote of at least eighty percent (80%) of the Board of Directors, approval of the amendment shall only require the affirmative vote of the holders of a majority of the combined voting power of the then outstanding shares of stock entitled to vote generally on such amendment, voting together as a single class.

Article X.

A. Except as otherwise fixed by or pursuant to provisions hereof relating to the rights of the holders of any class or series of stock having a preference over common stock as to dividends or upon liquidation to elect additional Directors under Specified circumstances, the number of Directors of the Corporation shall be fixed from time to

time by affirmative vote of a majority of the Directors then in office. The Directors, other than those who may be elected by the holders of any classes or series of stock having a preference over the common stock as to dividends or upon liquidation, shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as possible, as shall be provided in the manner specified in the Bylaws of the Corporation, one class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 1997, another class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 1998, and another class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 1999, with each class to hold office until its successor is elected and qualified. At each annual meeting of the stockholders of the Corporation after 1996, the successors of the class of Directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election. Election of directors need not be by written ballot unless so provided in the Bylaws of the Corporation.

B. Except as otherwise fixed by or pursuant to provisions hereof relating to the rights of the holders of any class or series of stock having a preference over common stock as to dividends or upon liquidation to elect additional Directors under specified circumstances, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining Directors then in office, even though less than a quorum of the Board of Directors. Any Director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until such Director’s successor shall have been elected and qualified. No decrease in the number of Directors constituting the Board of Directors shall shorten the term of any incumbent director.

C. Except as otherwise fixed by or pursuant to provisions hereof relating to the rights of the holders of any class or series of stock having a preference over common stock as to dividends or upon liquidation to elect additional Directors under specified circumstances, any Director may be removed from office only for cause and only by the affirmative vote of the holders of two-thirds of the combined voting power of the then outstanding shares of stock entitled to vote generally in the election of Directors, voting together as a single class.

D. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, the consent of the Board of Directors shall be required to alter, amend, or adopt any provisions inconsistent with or repeal this Article X.

* * *

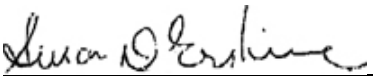
4. This Amended and Restated Certificate of Incorporation has been duly adopted by the Board of Directors of this Corporation.

5. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 228, 242 and 245 of the Delaware General Corporation Law by the board of directors and the stockholders of the Corporation. The total number of outstanding shares entitled to vote or act by written consent was 6,925,819 shares of Common Stock. A majority of the outstanding shares of Common Stock approved this Amended and Restated Certificate of Incorporation by written consent in accordance with Section 228 of the Delaware General Corporation Law and written notice of such was given by the Corporation in accordance with said Section 228.

IN WITNESS WHEREOF, said PMR Corporation has caused this Certificate to be signed by its Chief Executive Officer, Allen Tepper, and attested to by its Secretary, Susan D. Erskine, this 6th day of March, 1998.

Allen Tepper
Chief Executive Officer

Attest:



Susan D. Erskine
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:01 PM 08/05/2002
020496075 – 2148781

CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
PMR CORPORATION

(Incorporated on January 8, 1988)

(Pursuant to Section 242 of the General
Corporation Law of the State of Delaware)

PMR Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), hereby certifies:

FIRST: The name of the Corporation is PMR Corporation.

SECOND: The Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on March 9, 1998.

THIRD: The Amended and Restated Certificate of the Corporation is hereby amended so that ARTICLE I reads in its entirety as follows:

"The name of this Corporation is Psychiatric Solutions, Inc."

FOURTH: The Amended and Restated Certificate of the Corporation is hereby amended so that ARTICLE V reads in its entirety as follows:

"A. This Corporation is authorized to issue two classes of shares to be designated, respectively, "Common Stock" and "Preferred Stock." All of said shares shall be one cent ($0.01) par value each. The total number of shares of stock that the Corporation is authorized to issue is Fifty Million (50,000,000), of which Forty-Eight Million (48,000,000) shares shall be Common Stock, each having a par value of one cent ($0.01) per share, and Two Million (2,000,000) shares shall be Preferred Stock, each having a par value of one cent ($0.01) per share.

B. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized, by filing a certificate (a "Preferred Stock Designation") pursuant to the Delaware General Corporation Law, to fix or alter from time to time the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions of any wholly unissued series of Preferred Stock, and to establish from time to time the number of share constituting any such series or any of them; and to increase or decrease the number of shares of any series subsequent to the issuance of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be decreased in

accordance with the foregoing sentence, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

C. The Corporation may purchase, directly or indirectly, its own shares to the extent that may be allowed by law.

D. Effective immediately upon filing of this Certificate of Amendment with the Secretary of State of the State of Delaware (the "Effective Time"), each share of Common Stock, par value $0.01 per share (the "Old Common Stock"), issued and outstanding immediately prior to such Effective Time shall, without any action on the part of the holder thereof, be converted and reclassified into, and immediately represent, one-third of one validly issued, fully paid and non-assessable share of Common Stock, par value $0.01 per share. Notwithstanding the foregoing, no fraction of a share of Common Stock shall be issued by virtue of such conversion and reclassification, and any fraction of a share of Common Stock that would otherwise result pursuant to the preceding sentence (after aggregating all fractional shares to be received by such stockholder) shall automatically be rounded down to the nearest whole share. Each certificate representing shares of Old Common Stock shall thereafter represent that number of shares of Common Stock determined in accordance with the previous sentences; provided, however, that each person holding of record a stock certificate or certificates representing shares of Old Common Stock shall receive, upon surrender of such certificate or certificates, a new certificate or certificates evidencing and representing the number of shares of Common Stock to which such person is entitled. In addition, any options to acquire shares of Common Stock (each, an "Option") outstanding immediately prior to the Effective Time shall, without any action on the part of the holder thereof or the Corporation, be adjusted as follows: (i) the number of shares of Common Stock subject to such Option shall be divided by 3 (rounded down to the nearest whole share); and (ii) the per share exercise price set forth in such Option shall be multiplied by 3, subject to appropriate reduction on account of any fractions not issued as a result of rounding down; provided, however, that the foregoing adjustments shall not apply if the plan under which a particular Option was granted provides for adjustments similar to the foregoing. The provisions of this Paragraph D shall not change the par value of the Common Stock as set forth in Article V, Paragraph A hereof."

FIFTH: The above amendments to the Restated Certificate of Incorporation of the Corporation were duly adopted by the unanimous approval of the Board of Directors of the Corporation and have been duly approved by the stockholders of the Corporation in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware and the Restated Certificate of Incorporation of the Corporation, or otherwise.

* * *

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 5th day of August, 2002.

PMR CORPORATION

By: /s/ Fred Furman
Fred Furman
President and General Counsel

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:44 AM 03/21/2003
030190693 – 2148781

CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF PSYCHIATRIC SOLUTIONS, INC.

(Incorporated on January 8, 1988)

(Pursuant to Section 242 of the General
Corporation Law of the State of Delaware)

PSYCHIATRIC SOLUTIONS, INC., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

FIRST: The name of the Corporation is Psychiatric Solutions, Inc.

SECOND: The Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on March 9, 1998, and was amended on August 5, 2002 and August 30, 2002.

THIRD: The Amended and Restated Certificate of Incorporation of the Corporation is hereby amended so that Section A of ARTICLE V reads in its entirety as follows:

"A. This Corporation is authorized to issue two classes of shares to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of stock that the Corporation is authorized to issue is Fifty-Four Million (54,000,000), of which Forty-Eight Million (48,000,000) shares shall be Common Stock, each having a par value of one cent ($0.01) per share, and Six Million (6,000,000) shares shall be Preferred Stock, each having a par value of one cent ($0.01) per share."

FOURTH: The above amendment to the Amended and Restated Certificate of Incorporation of the Corporation was duly adopted and approved at a telephonic meeting of the members of the Board of Directors and duly adopted and approved at a special meeting of the stockholders in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this certificate on this 21st day of March 2003.

PSYCHIATRIC SOLUTIONS, INC.

By: /s/ Joey Jacobs
Name: Joey Jacobs
Title: Chairman, CEO and President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11:50 AM 03/24/2003
030194627 - 2148781

CERTIFICATE OF DESIGNATIONS, PREFERENCES AND RIGHTS OF

SERIES A CONVERTIBLE PREFERRED STOCK

of

PSYCHIATRIC SOLUTIONS, INC.

Pursuant to Section 151 of the General Corporation Law
of the State of Delaware

I, the undersigned, Joey A. Jacobs, President and Chief Executive Officer of Psychiatric Solutions, Inc., a Delaware corporation (hereinafter called the "Corporation"), pursuant to the provisions of Sections 103 and 151 of the General Corporation Law of the State of Delaware, do hereby make this Certificate of Designations and do hereby state and certify that pursuant to the authority expressly vested in the Board of Directors of the Corporation by the Amended and Restated Certificate of Incorporation of the Corporation, as amended, the Board of Directors duly adopted the following resolutions:

RESOLVED, that, pursuant to Article V of the Amended and Restated Certificate of Incorporation of the Corporation, as amended, (which authorizes an aggregate of 6,000,000 shares of preferred stock, $0.01 par value (**"Preferred Stock"**)), the Board of Directors hereby fixes the powers, designations, preferences and relative, participating, optional and other special rights, and the qualifications, limitations and restrictions, of a series of Preferred Stock.

RESOLVED, that each share of such series of Preferred Stock shall rank equally in all respects and shall be subject to the following provisions:

1. Number and Designation. 4,545,454 shares of the Preferred Stock of the Corporation shall be designated as Series A Convertible Preferred Stock (the "Series A Preferred Stock").

2. Definitions. In addition to the capitalized terms elsewhere defined herein, the following terms, when used herein, shall have the meanings indicated, unless the context otherwise requires.

"Accreted Value" means, as of any date, with respect to each share of Series A Preferred Stock, $5.50 (subject to adjustment for stock splits, reverse stock splits, stock dividends and similar transactions with respect to the Common Stock) plus the amount of dividends that have accrued, compounded and been added as of the most recent Compounding Date pursuant to Section 4(a) hereof.

"Adjusted Conversion Price" means, with respect to any share of Series A Preferred Stock, at any time, the Initial Conversion Price of such share of Series A Preferred Stock, as adjusted from time to time pursuant to Section 6(e) hereof.

"Affiliate" means, with respect to any specified Person, any other Person which, directly or indirectly, controls, is controlled by or is under direct or indirect common control with, such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "affiliated," "controlling," and "controlled" have meanings correlative to the foregoing.

"Board of Directors" means the Board of Directors of the Corporation.

"Business Day" means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in New York City, New York generally are authorized or required by law or other governmental actions to close.

"Common Stock" means the Corporation's Common Stock, par value $0.01 per share.

"Common Stock Equivalent" means any security or obligation which is by its terms convertible, exchangeable or exercisable into or for shares of Common Stock, including, without limitation, the Series A Preferred Stock and any option, warrant or subscription right with respect to any Common Stock or Common Stock Equivalent.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

"Excluded Securities" means Common Stock or Common Stock Equivalents issued:

(i) pursuant to the Corporation's stock option plans or pursuant to any other Common Stock related employee compensation plans of the Corporation approved by the Corporation's Board of Directors or its predecessors (including such plans under Section 423 of the Internal Revenue Code of 1986, as amended),

(ii) to vendors, banks, lenders and equipment lessors of the Corporation or its subsidiaries in transactions the primary purpose of which is not the raising of capital, provided that the aggregate number of shares of Common Stock so issued after the date of the Stock Purchase Agreement do not exceed 500,000 shares of Common Stock (subject to adjustment for stock splits, reverse stock splits, stock dividends and similar transactions with respect to the Common Stock),

(iii) pursuant to (A) the conversion of convertible notes or other debt instruments outstanding as of the date of the Stock Purchase Agreement, (B) the exercise of warrants outstanding as of the date of the Stock Purchase Agreement or referred to in clause (v) below and (C) obligations of the Corporation existing as of the date of the Stock Purchase Agreement to issue shares of Common Stock which in the case of clause (A), (B) or (C), are specifically disclosed in; the Stock Purchase Agreement and/or on the schedules to the Stock Purchase Agreement,

(iv) as consideration in connection with (A) acquisitions by the Corporation or its subsidiaries of assets or equity securities of third Persons engaged in businesses which are similar to the Corporation's business or (B) mergers, consolidations, joint ventures or other business combinations by the Corporation with third Persons engaged in businesses which are similar to the Corporation's business,

(v) upon exercise of warrants to purchase shares of Common Stock which have been issued or which are issuable pursuant to that certain Securities Purchase Agreement, dated as of June 28, 2002 (the **"1818 Securities Purchase Agreement"**), by and between Psychiatric Solutions Hospitals, Inc., a Delaware corporation (f/k/a Psychiatric Solutions, Inc.) and The 1,818 Fund, as in effect on the date of the Stock Purchase Agreement,

(vi) upon exercise or conversion of any security the issuance of which caused an adjustment under Section 6(e)(v) or 6(e)(vi) hereof), or

(vii) pursuant to a stockholder rights plan (i.e., a "poison pill" plan) which does not treat Oak (or Oak Investment Partners VII, Limited Partnership or Oak VII Affiliates Fund, Limited Partnership) as an "Acquiring Person" (or other similar definition adverse to Oak or Oak Investment Partners VII, Limited Partnership or Oak VII Affiliates Fund, Limited Partnership) and which does not treat any acquisition by Oak or Oak Investment Partners VII, Limited Partnership or Oak VII Affiliates Fund, Limited Partnership of shares of capital stock of the Corporation (or any options, rights, warrants or convertible securities) as a "Triggering Event" or "Distribution Event" (or other similar event which would cause ownership of capital stock by Oak or any such entity to cause a distribution event, flip-over event or flip-in event).

"First Funding" has the meaning specified in the Stock Purchase Agreement.

"First Funding Date" means the date of the First Funding.

"Funding" has the meaning specified in the Stock Purchase Agreement.

"Initial Conversion Price" means with respect to any share of Series A Preferred Stock issued at the applicable Funding, $5.50 per share of Series A Preferred Stock, subject to adjustment from time to time pursuant to Section 6(e) hereof.

"Liquidation Preference" means, with respect to any share of Series A Preferred Stock, the sum of (i) $5.50 per; whole share of Series A Preferred Stock (as adjusted for stock splits, reverse stock splits, stock dividends and similar transactions with respect to the Series A Preferred Stock) plus (ii) accrued and unpaid dividends on such share of Series A Preferred Stock through the date of determination or payment.

"Market Price" means, with respect to the Common Stock, on any given day, (i) the closing price per share on the principal securities exchange on which the Common Stock may at the time be listed, or (ii) the price of the last trade, as reported on the Nasdaq National Market, not identified as having been reported late to such system, or (iii) if the Common Stock is so quoted, but not so traded, the average of the last bid and ask prices, as those prices are reported on the Nasdaq National Market, or (iv) if the Common Stock is not listed or authorized for trading on the Nasdaq National Market or any comparable system, the average of the closing bid and asked prices as furnished by two members of the National Association of Securities Dealers, Inc. selected from time to time by the Corporation for that purpose and reasonably acceptable to the holders of a majority of the outstanding Scries A Preferred Stock, If the Common Stock is

not listed on any securities exchange or listed and traded in a manner that the prices; or quotations referred to above are available for the period required hereunder, the Market Price per share of Common Stock shall be deemed to be the fair value per share of such security as mutually agreed upon by the Corporation and the holders of a majority of the outstanding Series A Preferred Stock.

"Oak" means Oak Investment Partners X, Limited Partnership, Oak X Affiliates Fund, Limited Partnership and their respective Affiliates.

"outstanding", when used with reference to shares of stock, means issued and outstanding shares, excluding shares held by the Corporation or a subsidiary.

"Person" means an individual, corporation, partnership, limited liability company, association, trust and any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Principal Market" means the principal securities exchange on which the Common Stock may at the time be listed, or if at such time the Common Stock is not so listed, the Nasdaq National Market, or if the Common Stock is not traded on the Nasdaq National Market, then the principal securities exchange or hading market for the Common Stock.

"Salix" means Salix Ventures II, L.P., Salix Affiliates II, L.P. and their respective Affiliates.

"Second Funding" has the meaning specified in the Stock Purchase Agreement.

"Stock Purchase Agreement" means that certain Stock Purchase Agreement, dated on or about January 6, 2003, between the Corporation and the Purchasers party thereto, as in effect from time to time in accordance with its terms.

"The 1818 Fund" means The 1818 Mezzanine Fund II, L.P. and its Affiliates.

"VWAP" means, for any security as of any date, the dollar volume-weighted average price for such security on the Principal Market during the period beginning at 9:30 a.m., New York City Time, on the first trading day of the applicable 30-day trading day period described in Section 6(a) and ending at 4:00 p.m., New York City Time, on the last trading day in the applicable thirty (30) consecutive trading day period described in Section 6(a), as reported by Bloomberg Financial Markets, or any successor thereto (**"Bloomberg"**), through its "Volume at Price" functions or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30 a.m., New York City Time, on the first trading day of the applicable thirty (30) consecutive trading period described in Section 6(a) and ending at 4:00 p.m., New York City Time, on the last trading day of the applicable thirty (30) consecutive trading day period described in Section 6(a), as reported by Bloomberg. If the VWAP cannot be calculated for such security on any of the foregoing bases, the VWAP of such security shall be the fair market value as mutually agreed upon by the Corporation and the holders of a majority of the outstanding Series A Preferred Stock, in cach case, in each party's sole discretion. All such determinations shall be appropriately adjusted for any stock dividend, stock split or other similar transaction during such period.

3. Rank. The Series A Preferred Stock shall, with respect to dividend rights and rights on liquidation, winding-up and dissolution, rank senior to all classes of Common Stock of the Corporation and to any other class or series of any class of Preferred Stock of the Corporation, whether now outstanding or issued hereafter. Other than as permitted by Section 7(b) hereof, the Corporation shall not create any class or series of preferred stock or any convertible debt securities ranking *pari passu* with or senior to the Series A Preferred Stock with respect to dividend rights and/or rights on liquidation, winding-up and dissolution without the approval of holders of a majority of the outstanding shares of Series A Preferred Stock.

4. Dividends.

(a) The holders of shares of Series A Preferred Stock shall receive dividends, out of the assets of the Corporation legally available therefor, prior and in preference to any declaration or payment of any dividend on the Common Stock or any other equity securities of the Corporation (including other Preferred Stock), at an annual rate equal to (i) five percent (5%) of the Accreted Value through and until the second anniversary of the First Funding Date and (ii) seven percent (7%) of the Accreted Value from and after the second anniversary of the First Funding Date, in each case, calculated on the basis of a 360-day year, consisting of twelve 30-day months, and shall accrue on a daily basis from the date of issuance thereof, whether or not declared. Accrued and unpaid dividends shall not be paid in cash but instead shall compound and be added to the Accreted Value in effect immediately prior to the Compounding Date, on a quarterly basis on March 31st, June 30th, September 30th and December 31st of each year (each such date, a "**Compounding Date**"), whether or not declared by the Board of Directors.

(b) All accrued and unpaid dividends, if any, on each share of Series A Preferred Stock shall, to the extent funds are legally available therefor, be paid only upon the earliest to occur of (i) a Liquidation, (ii) an optional conversion of such shares of Series A Preferred Stock pursuant to Section 6(a)(ii) below and (iii) a mandatory conversion of such shares of Series A Preferred Stock pursuant to Section 6(a)(iii) below (each, a "**Dividend Payment Date**"). On a Dividend Payment Date, all accrued dividends shall be paid, (x) in the case of a Liquidation, in cash, and (y) in the case of an optional conversion or a mandatory conversion, in shares of Common Stock.

(c) So long as any shares of Series A Preferred Stock shall be outstanding, no dividend, whether in cash or property, shall be paid or declared, nor shall any other distribution be made, on the Common Stock or any other equity securities (including other Preferred Stock) of the Corporation until all dividends (set forth in Section 4(a) above) on the Series A Preferred Stock shall have been paid or declared and set apart other than (i) any payment due pursuant to the Contingent Value Rights Agreement, dated as of August 2, 2002 between the Corporation and StockTrans, Inc., as trustee and Fred Furman as representative, without giving effect to any amendments, waivers or modifications thereof (the "**Contingent Value Rights Agreement**"), (ii) any payments to CapitalSource Holdings LLC ("**CapitalSource**") in connection with an exercise of its "put right" under Section 10 of the Common Stock Purchase Warrants issued to CapitalSource on August 5, 2002, as in effect on the date of the Stock Purchase Agreement (the "**CapitalSource Warrant**") and (iii) any payments to The 1818 Fund in connection with an exercise of its rights pursuant to Article XIII of the 1818 Securities Purchase Agreement.

5. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a "**Liquidation**"), before any payment or distribution of the assets of the Corporation (whether capital or surplus) shall be made to or set apart for the holders of the Common Stock or any other equity securities (including other Preferred Stock) of the Corporation, the holders of the shares of Series A Preferred Stock shall be entitled to receive with respect to each share of Series A Preferred Stock held thereby an amount in cash equal to the Liquidation Preference of such share of Series A Preferred Stock. If, upon any Liquidation of the Corporation, the assets of the Corporation, or proceeds thereof, distributable among the holders of the shares of Series A Preferred Stock shall be insufficient to pay in full the preferential amount aforesaid, then such assets, or the proceeds thereof, shall be distributed among the holders of shares of Series A Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares of Series A Preferred Stock if all amounts payable thereon were paid in full. Notwithstanding anything in this Section 5 to the contrary, if a holder of Series A Preferred Stock would receive under and pursuant to Section 5(b) a greater liquidation amount than such holder is entitled to receive pursuant to this Section 5(a) by converting such shares of Scries A Preferred Stock into shares of Common Stock, then such holder shall not receive any amounts under this Section 5(a), but shall be treated for purposes of this Section 5 as though such holder had converted into shares of Common Stock, whether or not such holder had elected to so convert.

(b) Upon the completion of the distribution required by Section 5(a) and any other distribution that may be required with respect to any other series of Preferred Stock that may from time to time come into existence, subject to the rights of any other scries of Preferred Stock that may from time to time come into existence, if assets remain in the Corporation, the holders of the Common Stock of the Corporation shall receive the distribution of the remaining assets, or the proceeds thereof.

(c) Notwithstanding anything else in this Certificate of Designations, a Liquidation of the Corporation shall also be deemed to include (A) (i) the acquisition of the Corporation by another Person or Persons by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger, consolidation or similar transaction, whether of the Corporation with or into any other Person or Persons or of any other Person or Persons with or into the Corporation, but excluding any merger effected exclusively for the purpose of changing the domicile of the Corporation); or (ii) a sale of all or substantially all of the assets of the Corporation; provided that a consolidation or merger as a result of which the holders of capital stock of the Corporation immediately prior to such merger or consolidation possess (by reason of such holdings) 50% or more of the voting power of the corporation surviving such merger, consolidation or similar transaction (or other Person which is the issuer of the capital stock into which the capital stock of the Corporation is converted or exchanged in such merger or consolidation) shall not be treated as a Liquidation of the Corporation within the meaning of this Section 5 or (B) a transaction or series of transactions in which a person or group of persons (as defined in Rule 13d-5(b)(l) of the Exchange Act) acquires beneficial ownership

(as determined in accordance with Rule 13d-3 of the Exchange Act) of more than 50% of the Common Stock or the voting power of the Corporation ((A) or (B), a "**Change of Control**"); provided that if Oak acquires beneficial ownership of more than 50% of the Common Stock or voting power of the Corporation solely by virtue of (x) the accrual of dividends oh its shares of Series A Preferred Stock pursuant to Section 4 above, (y) an adjustment to the Adjusted Conversion Price of the Series A Preferred Stock pursuant to Section 6 and/or (z) any ordinary course repurchase or redemption of securities by the Corporation, then no Change of Control shall be deemed to have occurred as a result of Oak's beneficial ownership of more than 50% of the Common Stock or voting power of the Corporation until such time as Oak actively acquires beneficial ownership of additional shares of Common Stock or voting power (whether through a purchase, a merger, by forming a "group" or otherwise) such that Oak would beneficially own more than 50% of the Common Stock or voting power of the Corporation immediately following such transaction. For the avoidance of doubt, none of (x) Oak, Oak Investment Partners VII, Limited Partnership and Oak VII Affiliates Fund, Limited Partnership, on the one hand, and (y) Salix, CGJR II, L.P., CGJR/MF III, L.P., CGJR Health Care Services Private Equities, L.P. and/or The 1818 Fund, on the other hand, shall be deemed to be a "group" unless, and only to the extent that, any such entities jointly file a Schedule 13G or Schedule 13D with Oak after the First Funding Date as a "group" pursuant to Section 13 of the Exchange Act and the rules promulgated thereunder. The Corporation shall take all steps necessary to ensure that no Liquidation shall be effected without compliance with this Section 5. Without limiting the foregoing, if necessary in order to accomplish the objectives of this Section 5, the Corporation shall make payment of the Liquidation Preference of the Series A Preferred Stock by way of redemption of the outstanding shares of Series A Preferred Stock immediately after the consummation of the Liquidation.

(d) Notwithstanding anything to the contrary, the Corporation shall not pay any amounts (including dividends) in respect of the Series A Preferred Stock in a Liquidation unless (i) all Obligations (as such term is defined in that certain Revolving Credit and Term Loan Agreement (the "**Credit Agreement**") dated as of November 30, 2001 by and among the Corporation, such other borrowers signatory thereto, and CapitalSource Finance LLC) due to CapitalSource Finance LLC (or its Affiliates) in such Liquidation pursuant to the terms of the Credit Agreement and the notes issued thereunder have first been paid in full and (ii) all amounts due to The 1818 Fund (or its Affiliates) in such Liquidation pursuant to the terms of the 1818 Securities Purchase Agreement and the notes issued thereunder have first been paid in full,

6. Conversion.

(a)

(i) Shares of Series A Preferred Stock shall be convertible into Common Stock on the terms and conditions set forth in this Section 6.

(ii) Subject to the provisions of this Section 6, each holder of shares of Series A Preferred Stock shall have the right, at any time, at such holder's option, to convert any or all outstanding shares (and fractional shares) of Series A Preferred Stock, in whole or in part, into fully paid and non-assessable shares of Common Stock.

(iii) In addition, if the VWAP of the Common Stock for any thirty (30) consecutive trading day period which commences at any time after the 18-month anniversary of the First Funding Date exceeds $15.00 per share (subject to adjustment for stock splits, reverse stock splits, stock dividends and similar transactions with respect to the Common Stock) (a "**Mandatory Conversion Event**"), then, upon such Mandatory Conversion Event, each outstanding share of Series A Preferred Stock shall automatically be converted into Common Stock as set forth in this Section 6 and in accordance with Section 6(c) hereof.

(iv) The number of shares of Common Stock deliverable upon the conversion hereunder of a share of Series A Preferred Stock as of any date shall be an amount equal to (A) the Liquidation Preference divided by (B) the Adjusted Conversion Price of such share of Series A Preferred Stock.

(b) Conversion Requirements.

(i) In order to exercise the conversion privilege, the holder of the shares of Series A Preferred Stock to be converted shall surrender the certificate representing such shares of Series A Preferred Stock (or a lost stock affidavit therefor reasonably acceptable to the Corporation) at the office of the Corporation, with a written notice of election to convert completed and signed, specifying the number of shares of Series A Preferred Stock to be converted. Unless the shares issuable on conversion are to be issued in the same name as the name in which such shares of Series A Preferred Stock are registered, each share surrendered for conversion shall be accompanied by instruments of transfer, in form satisfactory to the Corporation, duly executed by the holder or the holder's duly authorized attorney.

(ii) As promptly as practicable after the surrender by a holder of certificates for shares of Series A Preferred Stock as aforesaid, the Corporation shall issue and shall deliver to such holder, or on the holder's written order to the holder's transferee, (w) a certificate or certificates for the whole number of shares of Common Stock issuable upon the conversion of such shares in accordance with the provisions of this Section 6, (x) any cash adjustment required pursuant to Section 6(d) hereof and (y) in the event of a conversion in part, a certificate or certificates for the whole number of shares of Series A Preferred Stock not being so converted.

(iii) Each conversion shall be deemed to have been effected immediately prior to the close of business on the date on which the certificates for shares of Series A Preferred Stock shall have been surrendered to the Corporation for conversion and such notice received by the Corporation as aforesaid, and the person in whose name or names any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder of record of the shares of Common Stock represented thereby at such time on such date. All, shares of Common Stock delivered upon conversion of the Series A Preferred Stock will upon delivery be duly and validly issued and fully paid and non-assessable, free of all liens and charges and not subject to any preemptive rights. Upon the surrender of certificates representing, shares of Series A Preferred Stock, such shares shall no longer be deemed to be outstanding and all rights of a holder with respect to such shares surrendered for conversion shall immediately terminate except the right to receive the Common Stock and other amounts payable pursuant to this Section 6 and a certificate or certificates representing shares of Series A Preferred Stock not converted.

(iv) The Corporation covenants that, during the period when conversion rights exist, the Corporation will at all times reserve from its authorized and unissued Common Stock a sufficient number of shares of Common Stock to permit conversion in full of the outstanding shares of Series A Preferred Stock at the Adjusted Conversion Price from time to time in effect. The Corporation agrees that its issuance of Series A Preferred Stock shall constitute full authority to its officers and agents who are charged with the duty of executing stock certificates to execute and issue promptly the necessary certificates for shares of Common Stock upon the conversion of Series A Preferred Stock.

(c) Upon the occurrence of a Mandatory Conversion Event, all holders of shares of Series A Preferred Stock shall surrender to the Corporation for cancellation the original stock certificates, as the case may be, duly endorsed for cancellation and such shares of Series A Preferred Stock shall be deemed to have been converted in accordance with this Section 6 as of the date of the occurrence of the Mandatory Conversion Event.

(d) In connection with the conversion of any shares of Series A Preferred Stock, no fractions of shares of Common Stock shall be issued, but in lieu thereof the Corporation shall pay a cash payment in respect of such fractional interest in an amount equal to such fractional interest multiplied by the Market Price per share of Common Stock on the business day on which such shares of Series A Preferred Stock are deemed to have been converted.

(e) Adjustments.

(i) If the Corporation shall at any time after the date of the Stock Purchase Agreement (A) declare a dividend or make a distribution on Common Stock payable in Common Stock, (B) subdivide or split the outstanding Common Stock, (C) combine or reclassify the outstanding Common Stock into a smaller number of shares, (D) issue any shares of its capital stock in a reclassification of Common Stock (including any such reclassification in connection with a consolidation or merger in which the Corporation is the continuing corporation), or (E) consolidate with, or merge with or into, any other Person, the Adjusted Conversion Price in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, split, combination, consolidation, merger or reclassification shall be proportionately adjusted so that the conversion of the Series A Preferred Stock after such time shall entitle the holder to receive the aggregate number of shares of Common Stock or other securities of the Corporation (or shares of any security into which such shares of Common Stock have been combined, consolidated, merged or reclassified pursuant to clause (e)(i)(C), (e)(i)(D) or (e)(i)(E) above of this Section 6) which, if the Series A Preferred Stock had been converted immediately prior to such time, such holder would have owned upon such conversion and been entitled to receive by virtue of such dividend, distribution, subdivision, split, combination, consolidation, merger or reclassification, assuming for purposes of such calculation that such holder of Common Stock of the Corporation (x) is not a Person with which the Corporation consolidated or into which the Corporation merged or which merged into the Corporation or to which such recapitalization, sale or transfer was made, as the case may be ("constituent person"), or an affiliate of a constituent person and (y) failed to exercise any rights of election as to the kind or amount of securities, cash and other property receivable upon such reclassification, change, consolidation, merger, recapitalization, sale or transfer (provided, that if the kind or amount of securities, cash and other property receivable upon such reclassification, change, consolidation, merger, recapitalization, sale or transfer is not the same for each share of Common Stock of the Corporation held immediately prior to such reclassification, change,

consolidation, merger, recapitalization, sale or transfer by other than a constituent person or an affiliate thereof and in respect of which such rights of election shall not have been exercised ("**non-electing share**"), then for the purpose of this Section 6(e) the kind and amount of securities, cash and other property receivable upon such reclassification, change, consolidation, merger, recapitalization, sale or transfer by each non-electing share shall be deemed to be the kind and amount so receivable per share by a plurality of the non-electing shares). Such adjustment shall be made successively whenever any event listed above shall occur.

(ii) If the Corporation shall at any time after the date of the Stock Purchase Agreement issue or sell any Common Stock (other than Excluded Securities) during the one year period ending on the first anniversary of the First Funding Date without consideration or for a consideration per share less than the Adjusted Conversion Price then in effect, then the Adjusted Conversion Price to be in effect after such issuance or sale shall be adjusted to equal the lowest consideration per share received by the Corporation pursuant to any such issuance; *provided*, *however*, that notwithstanding anything in this Certificate of Designations to the contrary, no adjustment in the Adjusted Conversion Price shall be effectuated, or required to be effectuated, pursuant to this Section 6(e)(ii) unless and until the Corporation issues or is deemed to have issued shares of Common Stock (other than Excluded Securities) which, when aggregated with all shares of Common Stock (other than Excluded Securities) issued or deemed to have been issued by the Corporation after the date of the Stock Purchase Agreement have an aggregate Market Price (as to each issuance or deemed issuance, measured as of the date of each such issuance or deemed issuance) in excess of $5,000,000, at which time adjustments in the Adjusted Conversion Price pursuant to this Section 6(e)(ii) shall be effectuated, and be required to be effectuated, hereunder with respect to all issuances or deemed issuances of Common Stock that comprised or that are in excess of such $5,000,000 amount, as if all such issuances occurred on the date such threshold is exceeded.

(iii) If the Corporation shall issue or sell any Common Stock (other than Excluded Securities) at any time subsequent to the one year anniversary of the First Funding Date without consideration or for a consideration per share less than the Adjusted Conversion Price then in effect, then the Adjusted Conversion Price to be in effect after such issuance or sale shall be determined by multiplying the Adjusted Conversion Price in effect immediately prior to such issuance or sale by a fraction, (A) the numerator of which shall be the aggregate number of shares of Common Stock outstanding immediately before such issuance or sale, plus the aggregate number of shares of Common Stock into which the outstanding shares of Series A Preferred Stock are convertible immediately before such issuance or sale (but excluding any other options, warrants or convertible securities), plus the aggregate number of shares of Common Stock that the aggregate consideration received by the Corporation upon such issuance or sale would purchase at the Adjusted Conversion Price then in effect and (B) the denominator of which shall be the aggregate number of shares of Common Stock outstanding immediately before such issuance or sale, plus the aggregate number of shares of Common Stock into which the outstanding shares of Series A Preferred Stock are convertible immediately before such issuance or sale (but excluding any other options, warrants or convertible securities), plus the aggregate number of shares of Common Stock so issued or sold.

(iv) For purposes of making any adjustment required under Sections 6(e)(ii) and/or 6(e)(iii), the value of the consideration received by the Corporation for any issuance or sale of securities shall:

(A) insofar as it consists of cash, be computed as the aggregate of cash received by the Corporation;

(B) insofar as it consists of property other than cash (subject to clause (C) below), be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors;

(C) insofar as it consists of securities, be computed as follows (1) the market price thereof (computed in a manner similar to the definition of "Market Price" of Common Stock) averaged over a period of fifteen (15) consecutive trading days consisting of the day as of which the current fair market value of such securities is being determined (or if such day is not a trading day, the trading day next preceding such day) and the fourteen (14) consecutive trading days prior to such day, or (2) if on the date for which current fair market value is to be determined such securities are not listed on any securities exchange or quoted on the Nasdaq National Market or the over-the-counter market, the current fair market value of such securities shall be the highest price per share which the Corporation could then obtain from a willing buyer (not a current employee or director) for such securities sold by the Corporation, from authorized but unissued shares, as determined in good faith by the Board of Directors of the Corporation, unless prior to such date the Corporation has become subject to a merger, acquisition or other consolidation pursuant to which the Corporation is not the surviving party, in which case the current fair market value of such securities shall be deemed to be the value received by the holders of such securities for each share thereof pursuant to the Corporation's acquisition; or

(D) if shares of Common Stock are issued together with other shares or securities ;or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (A) through (C) above, as determined in good faith by the Board of Directors; *provided*, *however*, that if the holders of a majority of the then-outstanding shares of Series A Preferred Stock shall object to any such determination, the Board of Directors shall retain an independent appraiser reasonably satisfactory to such holders to determine such fair market value. The holders shall be notified promptly of any consideration other than cash to be received by the Corporation and furnished with a description of the consideration and the fair market value thereof, as determined by the Board of Directors.

(v) Except for and with respect to Excluded Securities, in the event that the Corporation fixes a record date for the issuance of rights, options or warrants to the holders of its Common Stock or other securities entitling such holders to subscribe for or purchase shares of Common Stock (or securities convertible or exchangeable into shares of Common Stock) at a price per share of Common Stock (or having a conversion price per share of Common Stock, if a

security convertible into shares of Common Stock) less than the Adjusted Conversion Price in effect on such record date, the maximum number of shares of Common Stock issuable upon exercise of such rights, options or warrants (or conversion or exchange of such convertible securities) shall be deemed to have been issued and outstanding as of such record date and the Adjusted Conversion Price then in effect shall be adjusted pursuant to Section 6(e)(ii) or 6(e)(iii) hereof, as the case may be, as though such maximum number of shares of Common Stock had been so issued for the aggregate consideration payable by the holders of such rights, options, warrants or convertible securities prior to their receipt of such shares of Common Stock. In case any portion of such consideration shall be in a form other than cash, the fair market value of such noncash consideration shall be determined as set forth in Section 6(e)(iv) hereof. Such adjustment shall be made successively whenever such record date is fixed; and in the event that such rights, options or warrants are not so issued or expire unexercised, or in the event of a change in the number of shares of Common Stock to which the holders of such rights, options or warrants are entitled (other than pursuant to adjustment provisions therein comparable to those contained in this Section 6(e)), the Adjusted Conversion Price then in effect shall again be adjusted to be the Adjusted Conversion Price which would then be in effect if such record date had not been fixed, in the former event, or the Adjusted Conversion Price which would then be in effect if such holder had initially been entitled to such changed number of shares of Common Stock, in the latter event.

(vi) Except for and with respect to Excluded Securities, in the event that the Corporation issues rights, options or warrants entitling the holders thereof to subscribe for or purchase Common Stock (or securities convertible or exchangeable into shares of Common Stock) or shall issue securities that are convertible or exchangeable, directly or indirectly, into Common Stock, and the price per share of Common Stock of such rights, options, warrants or convertible securities (including, in the case of rights, options or warrants, the price at which they may be exercised) is less than the Adjusted Conversion Price then in effect, the maximum number of shares of Common Stock issuable upon exercise of such rights, options or warrants or upon conversion or exchange of such convertible securities shall be deemed to have been issued and outstanding as of the date of such sale or issuance, and the Adjusted Conversion Price shall be adjusted pursuant to Section 6(e)(ii) or 6(e)(iii) hereof, as the case may be, as though such maximum number of shares of Common Stock had been so issued for an aggregate consideration equal to the minimum aggregate consideration paid for such rights, options, warrants or convertible securities and the aggregate consideration payable by the holders of such rights, options, warrants or convertible securities prior to their receipt of such shares of Common Stock. In case any portion of such consideration shall be in a form other than cash, the fair market value of such noncash consideration shall be determined as set forth in Section 6(e)(iv) hereof. Such adjustment shall be made successively whenever such rights, options, warrants or convertible securities are issued; and in the event that such rights, options or warrants expire unexercised, or in the event of a change in the number of shares of Common Stock to which the holders of such rights, options, warrants or convertible securities are entitled (other than pursuant to adjustment provisions therein comparable to those contained in this Section 6(e)), the Adjusted Conversion Price shall again be adjusted to be the Adjusted Conversion Price which would then be in effect if such rights, options, warrants or convertible securities had not been issued, in the former event, or the Adjusted Conversion Price which would then be in effect if such holders had initially been entitled to such changed number of shares of Common Stock, in the latter event. No adjustment of the Adjusted Conversion Price Factor shall be made pursuant to this Section 6(e)(vi) to the

extent that the Adjusted Conversion Price shall have been adjusted pursuant to Section 6(e)(v) hereof upon the setting of any record date relating to such rights, options, warrants or convertible securities and such adjustment fully reflects the number of shares of Common Stock to which the holders of such rights, options, warrants or convertible securities are entitled and the price payable therefor.

(vii) No adjustment to the Adjusted Conversion Price pursuant to Sections 6(e)(ii), 6(e)(iii), 6(e)(v) and/or 6(e)(vi) hereof shall be required unless such adjustment would require an increase or decrease of at least $.01 in the Adjusted Conversion Price; *provided however*, that any adjustments which by reason of this Section 6(e)(vii) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 6(e) shall be made to the nearest four decimal points.

(viii) In the event that, at any time as a result of the provisions of this Section 6(e), the holder of Series A Preferred Stock upon subsequent conversion shall become entitled to receive any shares of capital stock of the Corporation other than Common Stock, the number of such other shares so receivable upon conversion of Series A Preferred Stock shall thereafter be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions contained herein.

(f) Upon the occurrence of each adjustment or readjustment of the Initial Conversion Price or any subsequent Adjusted Conversion Price pursuant to this Section 6, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish by certified or registered mail to each holder, if any, of Series A Preferred Stock outstanding at such holder's address shown in the Corporation's registry, a certificate setting forth such adjustment or readjustment and showing in reasonable detail the facts upon which such adjustment or readjustment is based and shall file a copy of such certificate with its corporate records. The Corporation shall also, upon the written request of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a similar certificate setting forth (i) such adjustments and readjustments, (ii) the Adjusted Conversion Price then in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which then would be received upon the conversion of Series A Preferred Stock. Despite such adjustment or readjustment, the form of each or all Series A Preferred Stock certificates, if the same shall reflect the Initial Conversion Price or any subsequent Adjusted Conversion Price, need not be changed in order for the adjustments or readjustments to be valid in accordance with the provisions of this Certificate of Designations, which shall control.

(g) The Corporation shall pay any and all documentary, stamp, issue or transfer taxes, and any other similar taxes payable in respect of the issue or delivery of shares of Common Stock upon conversion of shares of Series A Preferred Stock pursuant hereto; *provided*, *however*, that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue or delivery of shares of Common Stock in a name other than that of the holder of the shares of Series A Preferred Stock to be converted and no such issue or delivery shall be made unless and until the person requesting such issue or delivery has paid to the Corporation the amount of any such tax or has established, to the reasonable satisfaction of the Corporation, that such tax has been paid.

(h) No adjustment to the Initial Conversion Price or any subsequent Adjusted Conversion Price shall reduce the Adjusted Conversion Price below the then par value of the Common Stock.

7. Voting Rights.

(a) Except as otherwise provided herein, or as otherwise provided by applicable law, the holders of the shares of Series A Preferred Stock (i) shall be entitled to vote with the holders of the Common Stock, as a single class, on all matters submitted for a vote of holders of Common Stock, (ii) shall be entitled to a number of votes equal to one vote per share of Series A Preferred Stock (subject to adjustment for stock splits, reverse stock splits, stock dividends and similar transactions with respect to the Common Stock) and (iii) shall be entitled to notice of all stockholders' meetings in accordance with the certificate of incorporation and bylaws of the Corporation.

(b) The Corporation shall not, without first obtaining the approval of the holders of not less than a majority of the total number of shares of Series A Preferred Stock then outstanding, voting together as a single class:

(i) amend, add or repeal, including an amendment, addition or repeal effected by merger, consolidation, reorganization or any other means, any provision of, or add any provision to, the Corporation's Certificate of Incorporation, as amended, or Bylaws if such action would alter or change this Section 7 or otherwise adversely alter or change the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, the Series A Preferred Stock or otherwise adversely affect the holders of Series A Preferred Stock as a class;

(ii) offer, sell, designate, authorize or issue, including by merger, consolidation, reorganization or any other means, shares of any class or series of stock having any preference or priority as to dividends or redemption rights, liquidation preferences, conversion rights or voting rights, superior to or on a parity with any preference or priority of the Series A Preferred Stock;

(iii) authorize or issue any bonds, debentures, notes or other obligations convertible into or exchangeable for, or having option rights to purchase, any shares of stock of the Corporation having any preference or priority as to dividends or redemption rights, liquidation preferences, conversion rights or voting rights, superior to or on a parity with any preference or priority of the Series A Preferred Stock;

(iv) reclassify, including by merger, consolidation, reorganization or any other means, any shares of capital stock of the Corporation into shares having any preference or priority as to dividends or redemption rights, liquidation preferences, conversion rights, or voting rights, superior to or on a parity with any preference or priority of the Series A Preferred Stock;

(v) increase the number of shares of Series A Preferred Stock authorized pursuant to this Certificate of Designations or, except at a Funding pursuant to the Stock Purchase Agreement, issue any shares of Series A Preferred Stock; or

(vi) pay or declare any dividend, whether in cash or property, or make any other distribution on, any Common Stock or other equity securities (including other Preferred Stock) of the Corporation other than any payment due (A) pursuant to the Contingent Value Rights Agreement, (B) to CapitalSource in connection with an exercise of its "put right" under Section 10 of the CapitalSource Warrant or (C) to The 1818 Fund in connection with its rights under Article XIII of the 1818 Securities Purchase Agreement.

(c) The consent or votes required in Section 7(b) above shall be in addition to any approval of stockholders of the Corporation which may be required by law or pursuant to any provision of the Corporation's Amended and Restated Certificate of Incorporation, as amended, or Amended and Restated Bylaws, which approval shall be obtained by vote of the stockholders of the Corporation in the manner provided in Section 7(a) above.

(d) Upon completion of the First Funding, the holders of shares of Series A Preferred Stock, voting as a single class, shall be entitled to elect up to two members of the Board of Directors in the aggregate, each of whom shall be nominated by the holders of a majority of the outstanding Series A Preferred Stock and, in the event that the holders of a majority of the Series A Preferred Stock issued at the First Funding elect to exercise such right, the number of directors then constituting the Board of Directors shall be increased, if necessary, in order to provide for a total of two additional Board seats. Whenever a majority of the shares of Series A Preferred Stock issued at the Fundings have been converted into Common Stock pursuant to this Certificate of Designations or have been transferred by the initial holders thereof or an Affiliate of the initial holders to a Person that is not an Affiliate of the initial holders, then the right of the holders of the Series A Preferred Stock to elect such additional director(s) shall cease, and the term of office of any person elected as director by the holders of the Series A Preferred Stock shall forthwith terminate and the number of the Board of Directors shall be reduced accordingly.

8. Reports. The Corporation shall mail to all holders of Series A Preferred Stock those reports, proxy statements and other materials that it mails to all of its holders of Common Stock.

9. No Impairment. The Corporation will not, by amendment of its Amended and Restated Certificate of Incorporation, as amended, or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Certificate of Designations and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series A Preferred Stock against impairment. Notwithstanding the foregoing sentence, the Corporation shall not be prohibited from undertaking any actions set forth in, and in strict compliance with, Section 7(b) of this Certificate of Designations.

10. Notices of Record Date. If the Corporation shall propose at any time:

(i) to declare any dividend or distribution upon its Common Stock or other equity securities, whether in cash, property, stock, or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to offer for subscription pro rata to the holders of any class or series of its stock any additional shares of stock of any class or series or other rights;

(iii) to effect any reclassification or recapitalization of its Common Stock or other equity securities outstanding involving a change in the Common Stock or other equity securities;

(iv) to convert any of the Series A Preferred Stock pursuant to Section 6(a) of this Certificate of Designations; or

(v) to merge or consolidate with or into any other Person, or sell, lease, or convey all or substantially all its property or business, or to liquidate, dissolve, or wind up (as defined herein), then, in connection with each such event, the Corporation shall send to the holders of the Series A Preferred Stock:

(1) at least ten (10) days' prior written notice of the date on which a record shall be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of Common Stock shall be entitled thereto) or for determining rights to vote in respect of the matters referred to in (iii) and (v) above; and

(2) in the case of the matters referred to in (iii) and (v) above, at least ten (10) days' prior written notice of the date when the same shall take place (and specifying the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon the occurrence of such event or the record date for the determination of such holders if such record date is earlier).

Each such written notice shall be delivered personally or given by first class mail, postage prepaid, addressed to the holders of the Series A Preferred Stock at the address for each such holder as shown on the books of the Corporation; *provided, however*, that so long as (A) Oak, Salix and The 1818 Fund are the only holders of Series A Preferred Stock and (B) a partner or employee of each of Oak, Salix and The 1818 Fund (or of any general partners or investment advisers thereof) is then serving on the Corporation's Board of Directors, written notice under this Section 10 shall be deemed given to the holders of Series A Preferred Stock if the notice required to be given to the holders of Series A Preferred Stock under this Section 10 is given to the respective members of the Board of Directors in the manner provided for in this Section 10.

11. No Reissuance of Stock; No Consummation of Second Funding. No share or shares of Series A Preferred Stock that are converted, purchased or otherwise acquired by the Corporation may be reissued, and all such shares shall be canceled, retired and eliminated from the shares that the Corporation is authorized to issue. The Corporation may from time to time take such appropriate corporate action as may be necessary to reduce the authorized number of shares of Series A Preferred Stock accordingly. If shares of Series A Preferred Stock are not issued at the Second Funding due to the termination of the obligation of the purchasers under the Stock Purchase Agreement to purchase shares of Series A Preferred Stock at the Second Funding, or due to the termination of the obligation of the Corporation to issue shares of Series A Preferred Stock at the Second Funding, the Corporation shall not issue any shares of Series A Preferred Stock in excess of the number already issued at the First Funding, and the Corporation will reduce the authorized number of shares of Series A Preferred Stock to the number issued at the First Funding.

12. Headings. The headings of the Sections, subsections, clauses and subclauses of this Certificate of Designations are for convenience of reference only and shall not define, limit or affect any of the provisions hereof.

13. Office. The Corporation will, so long as any shares of Series A Preferred Stock are outstanding, maintain an office or agency where such shares may be presented for registration and where such shares may be presented for conversion.

IN WITNESS WHEREOF, Psychiatric Solutions, Inc. has caused this Certificate of Designations to be signed and attested by the undersigned this 24th day of March, 2003.

PSYCHIATRIC SOLUTIONS, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President and Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:55 PM 12/15/2005
FILED 04:41 PM 12/15/2005
SRV 051026901 – 2148781 FILE

CERTIFICATE OF AMENDMENT

TO

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

PSYCHIATRIC SOLUTIONS, INC.

PSYCHIATRIC SOLUTIONS, INC., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

FIRST: The name of the Corporation is Psychiatric Solutions, Inc.

SECOND; The Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on March 9, 1998, and was amended on August 5, 2002, August 30, 2002 and March 21, 2003.

THIRD: The Amended and Restated Certificate of Incorporation of the Corporation is hereby amended so that Section A of ARTICLE V reads in its entirety as follows:

"A. This Corporation is authorized to issue two classes of shares to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of stock that the Corporation is authorized to issue is One Hundred Twenty-Six Million One Hundred Eighty-Six Thousand Five Hundred Thirty (126,186,530) shares, of which One Hundred Twenty-Five Million (125,000,000) shares shall be Common Stock, each having a par value of one cent ($0.01) per share, and One Million One Hundred Eighty-Six Thousand Five Hundred Thirty (1,186,530) shares shall be Preferred Stock, each having a par value of one cent ($0.01) per share."

FOURTH: The above amendment to the Amended and Restated Certificate of Incorporation of the Corporation was duly adopted and approved at a meeting of the members of the Board of Directors and duly adopted and approved at a special meeting of the stockholders in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this certificate on this 15th day of December, 2005.

PSYCHIATRIC SOLUTIONS, INC.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Executive Vice President, General Counsel and Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:30 PM 09/27/2006
FILED 04:30 PM 09/27/2006
SRV 060892221 - 2148781 FILE

CERTIFICATE OF CORRECTION
TO
CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
PSYCHIATRIC SOLUTIONS, INC.

PSYCHIATRIC SOLUTIONS, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation") does hereby certify:

FIRST: The name of the corporation is Psychiatric Solutions, Inc. (the "Corporation").

SECOND: That a Certificate of Amendment to the Amended and Restated Certificate of Incorporation was filed with the Secretary of State of Delaware on December 15, 2005 (the "Certificate of Amendment") and that said Certificate of Amendment requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.

THIRD: The inaccuracy or defect in said Certificate of Amendment was that, in addition to increasing the authorized shares of common stock and decreasing the authorized shares of preferred stock of the Corporation, Article Three of the Certificate of Amendment was intended to eliminate the Series A Convertible Preferred Stock that was previously outstanding and had been converted into common stock. A sentence specifically addressing the elimination of the Series A Convertible Preferred Stock was omitted from Article Three of the Certificate of Amendment and is hereby added by this Certificate of Correction.

FOURTH: The Third Article of the Certificate of Amendment is corrected to read as follows:

"THIRD: The Amended and Restated Certificate of Incorporation of the Corporation is hereby amended so that Section A of ARTICLE V reads in its entirety as follows:

A. This Corporation is authorized to issue two classes of shares to be designated, respectively, "Common Stock" and "Preferred Stock". The total number of shares of stock that the Corporation is authorized to issue is One Hundred Twenty-Six Million One Hundred Eighty-Six Thousand Five Hundred Thirty (126,186,530) shares, of which One Hundred Twenty-Five Million (125,000,000) shares shall be Common Stock, each having a par value of one cent ($0.01) per share, and One Million One Hundred Eighty-Six Thousand Five Hundred Thirty shares shall be Preferred Stock, each having a par value of one cent ($0.01) per share. None of the authorized shares of Series A Convertible Preferred Stock are outstanding and none will be issued subject to the certificate of designation previously filed with respect to said series."

IN WITNESS WHEREOF, said corporation has caused this Certificate of Correction this 27th day of September, 2006.

PSYCHIATRIC SOLUTIONS, INC.

By: /s/ Christopher L Howard
Christopher L Howard
Executive Vice President, General Counsel
and Secretary

Exhibit 3.207

AMENDED AND RESTATED BY-LAWS

OF

PSYCHIATRIC SOLUTIONS, INC.

ARTICLE I

Meetings of Stockholders; Stockholders' Consent in Lieu of Meeting

SECTION 1.01. Annual Meeting. The annual meeting of the stockholders for the election of directors, and for the transaction of such other business as may properly come before the meeting, shall be held at such place, date and hour as shall be fixed by the Board of Directors and designated in the notice or waiver of notice thereof; except that no annual meeting need be held if all actions, including the election of directors, required by the General Corporation Law of the State of Delaware to be taken at a stockholders' annual meeting are taken by written consent in lieu of meeting pursuant to Section 1.03.

SECTION 1.02. Special Meetings. A special meeting of the stockholders for any purpose or purposes may be called by the Board of Directors, the Chairman of the Board of Directors, the President or the Secretary of the Corporation or a stockholder or stockholders holding of record at least a majority of the shares of common stock, par value $0.01 per share, of the Corporation ("Common Stock") issued and outstanding, such meeting to be held at such place, date and hour as shall be designated in the notice or waiver of notice thereof.

SECTION 1.03. Stockholders' Consent in Lieu of Meeting. Any action required by the laws of the State of Delaware to be taken at any annual or special meeting of the 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 all the stockholders.

SECTION 1.04. Quorum and Adjournment. Except as otherwise provided by law, by the Certificate of Incorporation of the Corporation or by these By-laws, the presence, in person or by proxy, of the holders of a majority of the aggregate voting power of the stock issued and outstanding, entitled to vote thereat, shall be requisite and shall constitute a quorum for the transaction of business at all meetings of stockholders. If, however, such a quorum shall not be present or represented at any meeting of stockholders, the stockholders present, although less than a quorum, shall have the power to adjourn the meeting.

SECTION 1.05. Majority Vote Required. When a quorum is present at any meeting of stockholders, the affirmative vote of the majority of the aggregate voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall constitute the act of the stockholders, unless by express provision of law, the Certificate of Incorporation or these By-laws a different vote is required, in which case such express provision shall govern and control.

SECTION 1.06. Manner of Voting. At each meeting of stockholders, each stockholder having the right to vote shall be entitled to vote in person or by proxy. Proxies need not be filed with the Secretary of the Corporation until the meeting is called

to order, but shall be filed before being voted. Each stockholder shall be entitled to vote each share of stock having voting power registered in his or her name on the books of the Corporation on the record date fixed, as provided in Section 6.07 of these By-laws, for the determination of stockholders entitled to vote at such meeting. No election of directors need be by written ballot.

ARTICLE II

Board of Directors

SECTION 2.01. General Powers. The management of the affairs of the Corporation shall be vested in the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

SECTION 2.02. Number and Term of Office. The number of directors which shall constitute the whole Board of Directors shall be fixed from time to time by a vote of a majority of the whole Board of Directors. The term "whole Board of Directors" is used herein to refer to the total number of directors which the Corporation would have if there were no vacancies. Directors need not be stockholders. Each director shall hold office until his or her successor is elected and qualified, or until his or her earlier death or resignation or removal in the manner hereinafter provided.

SECTION 2.03. Resignation, Removal and Vacancies. Any director may resign at any time by giving written notice of his or her resignation to the Board of Directors, the Chairman of the Board of Directors, the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein or, if the time be not specified, upon receipt thereof; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any director or the entire Board of Directors may be removed, with or without cause, at any time by the holders of a majority of the shares then entitled to vote at an election of directors or by written consent of the stockholders pursuant to Section 1.03.

Vacancies in the Board of Directors 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, although less than a quorum, or by a sole remaining director.

SECTION 2.04. Meetings. (a) Annual Meeting. As soon as practicable after each annual election of directors, the Board of Directors shall meet for the purpose of organization and the transaction of other business, unless it shall have transacted all such business by written consent pursuant to Section 2.05.

(b) Other Meetings. Other meetings of the Board of Directors shall be held at such times and places as the Board of Directors, the Chairman of the Board of Directors or the President shall from time to time determine.

(c) Notice of Meetings. The Secretary of the Corporation shall give notice to each director of each meeting, including the time, place and purpose of such meeting. Notice of each such meeting shall be mailed to each director, addressed to such director at his or her residence or usual place of business, at least two days before the day on which such meeting is to be held, or shall be sent to such director at such place by telegraph, cable, wireless or other form of recorded communication, or be delivered

personally or by telephone not later than the day before the day on which such meeting is to be held, but notice need not be given to any director who shall attend such meeting. A written waiver of notice, signed by the person entitled thereto, whether before or after the time of the meeting stated therein, shall be deemed equivalent to notice.

(d) Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Delaware as the Board of Directors may from time to time determine, or as shall be designated in the respective notices or waivers of notice thereof.

(e) Quorum and Manner of Acting. One third of the total number of directors then in office (but not less than two) shall be present in person at any meeting of the Board of Directors in order to constitute a quorum for the transaction of business at such meeting, and the vote of a majority of those directors present at any such meeting at which a quorum is present shall be necessary for the passage of any resolution or act of the Board of Directors, except as otherwise expressly required by law or these By-laws. In the absence of a quorum for any such meeting, a majority of the directors present thereat may adjourn such meeting from time to time until a quorum shall be present.

(f) Organization. At each meeting of the Board of Directors, one of the following shall act as chairman of the meeting and preside, in the following order of precedence:

(i) the Chairman of the Board of Directors;

(ii) the President (if the President shall be a member of the Board of Directors at such time); and

(iii) any director chosen by a majority of the directors present.

The Secretary of the Corporation or, in the case of his or her absence, any person (who shall be an Assistant Secretary of the Corporation, if an Assistant Secretary of the Corporation is present) whom the Chairman of the Board of Directors shall appoint shall act as secretary of such meeting and keep the minutes thereof.

SECTION 2.05. Directors' Consent in Lieu of Meeting. 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 of Directors or committee, as the case may be, consent thereto in writing and the writing or writings are filed with the minutes or the proceedings of the Board of Directors or committee.

SECTION 2.06. Action by Means of Conference Telephone or Similar Communications Equipment. Any one or more 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 such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

ARTICLE III

Committees of the Board

SECTION 3.01. Appointment of Executive Committee. The Board of Directors may from time to time by resolution passed by a majority of the whole Board of Directors designate from its members an Executive Committee to serve at the pleasure of the Board of Directors. The Chairman of the Executive Committee shall be designated by the Board of Directors. The Board of Directors may designate one or more directors as alternate members of the Executive Committee, who may replace any absent or

disqualified member or members at any meeting of the Executive Committee. The Board of Directors shall have power at any time to change the membership of the Executive Committee, to fill all vacancies in it and to discharge it, either with or without cause.

SECTION 3.02. Procedures of Executive Committee. The Executive Committee, by a vote of a majority of its members, shall fix by whom its meetings may be called and the manner of calling and holding its meetings, shall determine the number of its members requisite to constitute a quorum for the transaction of business and shall prescribe its own rules of procedure, no change in which shall be made except by a majority vote of its members or by the Board of Directors.

SECTION 3.03. Powers of Executive Committee. During the intervals between the meetings of the Board of Directors, unless otherwise determined from time to time by resolution passed by the whole Board of Directors, the Executive Committee shall possess and may exercise all the powers and authority of the Board of Directors in the management and direction of the business and affairs of the Corporation to the extent permitted by the General Corporation Law of the State of Delaware, and may authorize the seal of the Corporation to be affixed to all papers which may require it, except that the Executive Committee shall not have power or authority in reference to:

(a) amending the Certificate of Incorporation;

(b) adopting an agreement of merger or consolidation;

(c) recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation’s property and assets;

(d) recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution;

(e) submitting to stockholders of the Corporation any action which pursuant to the General Corporation Law of the State of Delaware requires stockholder's approval;

(f) filling vacancies in the Board of Directors or in any committee or fixing compensation of members of the Board of Directors for serving on the Board of Directors or on any committee;

(g) amending or repealing these By-laws;

(h) declaring a dividend or authorizing the issuance of stock; or

(i) amending or repealing any resolution of the Board of Directors which by its terms is not so amendable or repealable.

SECTION 3.04. Reports of Executive Committee. The Executive Committee shall keep regular minutes of its proceedings, and all action by the Executive Committee shall be reported promptly to the Board of Directors. Such action shall be subject to review by the Board of Directors, provided that no rights of third parties shall be affected by such review.

SECTION 3.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the whole Board of Directors, may designate from among its members one or more other committees, each of which shall have such authority of the Board of Directors as may be specified in the resolution of the Board of Directors designating such committee; provided, however, that any such committee so designated shall not have any powers not allowed to the Executive Committee under Section 3.03. The Board of Directors shall have power at any time to change the members of any such committee, designate alternate members of any such committee and fill vacancies therein; and any such committee shall serve at the pleasure of the Board of Directors.

ARTICLE IV

Officers

SECTION 4.01. Executive Officers. The executive officers of the Corporation shall be a President, a Secretary and a Treasurer and may include a Chairman of the Board of Directors, one or more Vice Presidents and one or more Assistant Secretaries or Assistant Treasurers. Any two or more offices may be held by the same person.

SECTION 4.02. Authority and Duties. All officers, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these By-laws or, to the extent not so provided, by the Board of Directors.

SECTION 4.03. Term of Office, Resignation and Removal. All officers shall be elected or appointed by the Board of Directors and shall hold office for such term as may be prescribed by the Board of Directors. The Chairman of the Board of Directors, if any, shall be elected or appointed from among the members of the Board of Directors. Each officer shall hold office until his or her successor has been elected or appointed and qualified or his or her earlier death or resignation or removal in the manner hereinafter provided. The Board of Directors may require any officer to give security for the faithful performance of his or her duties.

Any officer may resign at any time by giving written notice to the President or the Secretary of the Corporation, and such resignation shall take effect at the time specified therein or, if the time when it shall become effective is not specified therein, at the time it is accepted by action of the Board of Directors. Except as aforesaid, the acceptance of such resignation shall not be necessary to make it effective.

All officers and agents elected or appointed by the Board of Directors shall be subject to removal at any time by the Board of Directors with or without cause.

SECTION 4.04. Vacancies. If an office becomes vacant for any reason, the Board of Directors shall fill such vacancy. Any officer so appointed or elected by the Board of Directors shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless reelected or reappointed by the Board of Directors.

SECTION 4.05. Chairman of the Board of Directors. If there shall be a Chairman of the Board of Directors, he or she shall preside at meetings of the Board of Directors and of the stockholders at which he or she is present, and shall give counsel and advice to the Board of Directors and the officers of the Corporation on all subjects touching the welfare of the Corporation and the conduct of its business. He or she shall perform such other duties as the Board of Directors may from time to time determine. Except as otherwise provided by resolution of the Board of Directors he or she shall be ex officio a member of all committees of the Board of Directors.

SECTION 4.06. The President. The President shall be the Chief Executive Officer of the Corporation and, unless the Chairman of the Board of Directors be present or the Board of Directors has provided otherwise by resolution, he or she shall preside at all meetings of the Board of Directors and the stockholders at which he or she is present except, in the case of a meeting of the Board of Directors, if the President is not a member of the Board of Directors at such time. He or she shall have general and active management and control of the business and affairs of the Corporation subject to the

control of the Board of Directors and the Executive Committee, if any, and shall see that all orders and resolutions of the Board of Directors and the Executive Committee, if any, are carried into effect.

SECTION 4.07. Vice Presidents. The Vice President of the Corporation, if any, or if there be more than one, the Vice Presidents in the order of their seniority or in any other 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 generally assist the President and perform such other duties as the Board of Directors or the President shall prescribe.

SECTION 4.08. The Secretary. The Secretary of the Corporation shall, to the extent practicable, attend all meetings of the Board of Directors and all meetings of the stockholders and shall record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he or she shall perform such duties. He or she shall keep in safe custody the seal of the Corporation and affix the same to any duly authorized instrument requiring it and, when so affixed, it shall be attested by his or her signature or by the signature of the Treasurer or an Assistant Secretary or Assistant Treasurer. He or she shall keep in safe custody the certificate books and stockholder records and such other books and records as the Board of Directors may direct and shall perform all other duties as from time to time may be assigned to him or her by the Chairman of the Board of Directors, the President or the Board of Directors.

SECTION 4.09. Assistant Secretaries. The Assistant Secretary of the Corporation, if any, or if there be more than one, the Assistant Secretaries in order of their seniority or in any other order determined by the Board of Directors shall, in the absence or disability of the Secretary of the Corporation, perform the duties and exercise the powers of the Secretary of the Corporation and shall perform such other duties as the Board of Directors or the Secretary of the Corporation shall prescribe.

SECTION 4.10. The Treasurer. The Treasurer shall have the care and custody of the corporate funds and other valuable effects, including 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 to 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 directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the Board of Directors.

SECTION 4.11. Assistant Treasurers. The Assistant Treasurer of the Corporation, if any, or if there be more than one, the Assistant Treasurers in the order of their seniority or in any other 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 as the Board of Directors or the Treasurer shall prescribe.

ARTICLE V

Contracts, Checks, Drafts, Bank Accounts, etc.

SECTION 5.01. Execution of Documents. The Board of Directors shall designate the officers, employees and agents of the Corporation who shall have power to execute and deliver deeds, contracts, mortgages, bonds, debentures, checks, drafts and other orders for the payment of money and other documents for and in the name of the Corporation, and may authorize such officers, employees and agents to delegate such power (including authority to redelegate) by written instrument to other officers, employees or agents of the Corporation; and, unless so designated or expressly authorized by these By-laws, no officer or agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

SECTION 5.02. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation or otherwise as the Board of Directors or Treasurer or any other officer of the Corporation to whom power in this respect shall have been given by the Board of Directors shall select.

SECTION 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. The Board of Directors shall designate the officers of the Corporation who shall have authority from time to time to appoint an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the

Corporation may have as the holder of stock or other securities in any other corporation, and to vote or consent in respect of such stock or securities; such designated officers may instruct the person or persons so appointed as to the manner of exercising such powers and rights; and such designated officers may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, such written proxies, powers of attorney or other instruments as they may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI

Shares and Their Transfer; Fixing Record Date

SECTION 6.01. Certificates for Shares. Every owner of stock of the Corporation shall be entitled to have a certificate certifying the number and class of shares owned by him or her in the Corporation, which shall otherwise be in such form as shall be prescribed by the Board of Directors. Certificates of each class shall be issued in consecutive order and shall be numbered in the order of their issue, and shall be signed by, or in the name of the Corporation by the Chairman of the Board of Directors, 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 6.02. Record. A record in one or more counterparts shall be kept of the name of the person, firm or corporation owning the shares represented by each certificate for stock of the Corporation issued, the number of shares represented by each such certificate, the date thereof and, in the case of cancelation, the date of cancelation (such record, the "stock record"). Except as otherwise expressly required by law, the person in whose name shares of stock stand on the stock record of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

SECTION 6.03. Registration of Stock. Registration of transfers of shares of the Corporation shall be made only on the books of the Corporation upon request of the registered holder thereof, or of his or her attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and upon the surrender of the certificate or certificates for such shares properly endorsed or accompanied by a stock power duly executed.

SECTION 6.04. Addresses of Stockholders. Each stockholder shall designate to the Secretary of the Corporation an address at which notices of meetings and all other corporate notices may be served or mailed to him or her, and, if any stockholder shall fail to designate such address, corporate notices may be served upon him or her by mail directed to him or her at his or her post office address, if any, as the same appears on the share record books of the Corporation or at his or her last known post office address.

SECTION 6.05. Lost, Destroyed and Mutilated Certificates. The Board of Directors or a committee designated thereby with power so to act may, in its discretion, cause to be issued a new certificate or certificates for stock of the Corporation in place of any certificate issued by it and reported to have been lost, destroyed or mutilated, upon the surrender of the mutilated certificates or, in the case of loss or destruction of the certificate, upon satisfactory proof of such loss or destruction, and the Board of Directors or such committee may, in its discretion, require the owner of the lost or destroyed certificate or his or her legal representative to give the Corporation a bond in such sum and with such surety or sureties as it may direct to indemnify the Corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate.

SECTION 6.06. Regulations. The Board of Directors may make such rules and regulations as it may deem expedient, not inconsistent with these By-laws, concerning the issue, transfer and registration of certificates for stock of the Corporation.

SECTION 6.07. Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or 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 50 nor less than 10 days before the date of such meeting, nor more than 50 days prior to any other action. A determination of stockholders entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE VII

Fiscal Year

The fiscal year of the Corporation shall end on the 31st day of December in each year unless changed by resolution of the Board of Directors.

ARTICLE VIII

Indemnification and Insurance

SECTION 8.01. Indemnification. (a) (i) Any person 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 or

she, his or her testator or intestate is or was a director, officer, employee or agent of the Corporation or any corporation which consolidated or merged or consolidates or merges with or into the Corporation and which if its separate existence had continued would have had power and authority to indemnify such person (a "Predecessor"), shall be indemnified by the Corporation to the fullest extent by applicable law and (ii) any person made, or threatened to be made, a party to such an action, suit or proceeding, by reason of the fact that he or she, his or her testator or intestate is or was serving as a director, officer, employee or agent at the request of the Corporation or a Predecessor, of any other corporation or any partnership, joint venture, trust or other enterprise (an "Affiliate"), shall, be indemnified by the Corporation to the fullest extent by applicable law, in each case, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, or in connection with any appeal therein; provided that such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, Predecessor or Affiliate, as the case may be, or with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct unlawful; except, in the case of an action, suit or proceeding by or in the right of the Corporation or a Predecessor in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such director, officer, employee or agent is liable for negligence or misconduct in the performance of his or her duties, unless a court of competent jurisdiction shall determine that, despite such adjudication, such person is fairly and reasonably entitled to indemnification.

(b) Without limitation of any right conferred by paragraph (a) of this Section 8.01, (i) any person 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 or she, his or her testator or intestate is or was a director, officer, employee or agent of the Corporation or a Predecessor and is or was serving as a fiduciary of, or otherwise rendering services to, any employee benefit plan of, or relating to the Corporation or a Predecessor, shall be indemnified by the Corporation to the fullest extent by applicable law, and (ii) any person made, or threatened to be made, a party to such an action, suit or proceeding, by reason of the fact that he or she, his or her testator or intestate is or was serving as a director, officer, employee or agent at the request of the Corporation or an Affiliate, and is or was serving as a fiduciary of, or otherwise rendering services to, any employee benefit plan of, or relating to such Affiliate, shall be indemnified by the Corporation to the fullest extent by applicable law, in each case, against expenses (including attorneys' fees), judgments, fines, excise taxes and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, or in connection with any appeal therein; provided that such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, Predecessor or Affiliate, as the case may be, or with respect to a criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful; except in the case of an action, suit or proceeding by or in the right of the Corporation or a Predecessor in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such director, officer, employee or agent is liable for negligence or

misconduct in the performance of his or her duties, unless a court of competent jurisdiction shall determine that, despite such adjudication, such person is fairly and reasonably entitled to indemnification.

(c) The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which any director, officer, employee or agent may be entitled or of any power of the Corporation apart from the provisions of this Section 8.01.

SECTION 8.02. Insurance for Indemnification. The Corporation may purchase and maintain insurance for the indemnification of the Corporation, a Predecessor or an Affiliate, and the directors, officers, employees and agents of the Corporation, a Predecessor or an Affiliate, to the full extent and in the manner permitted by the applicable laws of the United States and the State of Delaware from time to time in effect.

ARTICLE IX

Waiver of Notice

Whenever any notice whatever is required to be given by these By-laws or the Certificate of Incorporation of the Corporation or the laws of the State of Delaware, the person entitled thereto may, in person or by attorney thereunto authorized, in writing or by telegraph, cable or other form of recorded communication, waive such notice, whether before or after the meeting or other matter in respect of which such notice is given, and in such event such notice need not be given to such person and such waiver shall be deemed equivalent to such notice.

ARTICLE X

Amendments

Any By-law (including these By-laws) may be adopted, amended or repealed by the Board of Directors in any manner not inconsistent with the laws of the State of Delaware or the Certificate of Incorporation of the Corporation.

Exhibit 3.208

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:26 PM 12/27/2006
FILED 03:26 PM 12/27/2006
SRV 061190730 – 2344556 FILE

CERTIFICATE OF FORMATION
OF
RAMSAY MANAGED CARE, LLC

The undersigned authorized person, desiring to form a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act, 6 Delaware Code, Chapter 18, does hereby certify as follows:

1. The name of the limited liability company is Ramsay Managed Care, LLC.

2. The address of its registered office in the State of Delaware is 160 Greentree Drive, Suite 101 in the City of Dover, County of Kent, Delaware. The name of its registered agent at such address is National Registered Agents, Inc.

3. This Certificate of Formation shall be effective at 11:59 p.m. on December 31, 2006.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 15th day of December, 2006.

/s/ Christopher L. Howard
Christopher L. Howard

Exhibit 3.209

RAMSAY MANAGED CARE, 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 RAMSAY MANAGED CARE, LLC, a Delaware limited liability company (the "LLC").

W I T N E S S E T H:

WHEREAS, the Member formed the LLC as a limited liability company pursuant to the limited liability company act, as amended from time to time (the "Act") of the State of Delaware (the "State") by filing a Certificate of Formation (the "Certificate") with the Office of the Secretary of State (the "Secretary of State") of the State and entering into an Operating Agreement (the "Initial Agreement"); and

WHEREAS, each of the Member and the LLC has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the LLC on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

ARTICLE I
DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Agreement" means this Amended and Restated Operating Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the LLC by the Member from time to time, net of liabilities assumed or to which the assets are subject.

"Cash" means all cash provided by operations of the LLC as reflected in the financial statements of the LLC.

"Involuntary Withdrawal" means, with respect to the Member, the bankruptcy, insolvency, liquidation or dissolution of the Member under applicable federal or state law.

"LLC" means the limited liability company formed in accordance with this Agreement.

"Member" means the Managing Member and any Person who subsequently is admitted as a member of the LLC.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a federal, state, local or foreign governmental or regulatory entity (or any department, agency, authority or political subdivision thereof), a trust or other entity or organization.

ARTICLE II
FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The LLC was formed pursuant to the Act by filing the Certificate with the office of the Secretary of State of the State on July 21, 1993. The Initial Agreement is hereby amended and restated in its entirety, and the LLC is hereby continued.

2.2. Name of the LLC. The name of the LLC shall be "RAMSAY MANAGED CARE, LLC". The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be The Corporation Trust Company located at 1209 Orange Street, Wilmington, DE 19801.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Ramsay Managed Care, LLC

Exhibit 3.210

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 07/02/2002
020432938 – 3544287

CERTIFICATE OF INCORPORATION

OF

RAMSAY YOUTH SERVICES OF GEORGIA, INC.

ARTICLE I

The name of the corporation is RAMSAY YOUTH SERVICES OF GEORGIA, INC. (hereinafter called the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 2711 Centreville Road, Suite 400, City of Wilmington, County of New Castle and the name of its registered agent at such address is Corporation Service Company.

ARTICLE III

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

ARTICLE IV

The capital stock authorized, the par value thereof, and the characteristics of such stock shall be as follows:

Number of Shares Authorized	Par Value Per Share	Class of Stock
100	$ 0.01	Common

ARTICLE V

The name of the Incorporator is Marcio C. Cabrera and the address of the Incorporator is One Alhambra Plaza, Suite 750, Coral Gables, Florida 33156.

ARTICLE VI

The Board of Directors of the Corporation shall consist of at least one director, with the exact number to be fixed from time to time in the manner provided in the Corporation's Bylaws, who will serve as the Corporation's director until successors are duly elected and qualified.

ARTICLE VII

No director of the Corporation shall be 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 that involve intentional misconduct or a knowing violation of law, (iii) under §174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. It is the intent that this provision be interpreted to provide the maximum protection against liability afforded to directors under the Delaware General Corporation Law in existence either now or hereafter.

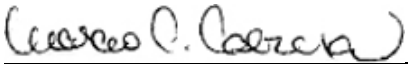
ARTICLE VIII

This Corporation shall indemnify and shall advance expenses on behalf of its officers and directors to the fullest extent permitted by law in existence either now or hereafter.

ARTICLE IX

The directors of the Corporation shall have the power to adopt, amend or repeal the bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned, being the Incorporator named above, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, has signed this Certificate of Incorporation this 1st day of July, 2002.



Marcio C. Cabrera, Incorporator

Exhibit 3.211

AMENDED AND RESTATED

B Y L A W S

OF

RAMSAY YOUTH SERVICES OF GEORGIA, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Ramsay Youth Services of Georgia, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Delaware. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Delaware as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Delaware nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Delaware as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

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

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

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

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

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

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Delaware, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.212

AGREEMENT OF MERGER
BETWEEN
QUALICARE OF JEFFERSON, INC.
AND
RIVER OAKS, INC.

THIS AGREEMENT OF MERGER ("Merger Agreement") is made and entered into as of April 25, 1988, between Qualicare of Jefferson, Inc. ("Qualicare") and River Oaks, Inc. ("River Oaks" or "Surviving Corporation"), both Louisiana corporations. Qualicare and River Oaks are hereinafter sometimes collectively referred to as the "Constituent Corporations."

W I T N E S S E T H:

WHEREAS, the respective Boards of Directors of Qualicare and River Oaks deem it advisable that Qualicare be merged into River Oaks (the "Merger") pursuant to the provisions of the Business Corporation Law of Louisiana (the "BCL") and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is agreed as follows:

ARTICLE ONE: THE MERGER

1.1 Upon the terms and subject to the conditions hereinafter set forth, on the Effective Date (as defined in Article Two hereof), Qualicare shall be merged into River Oaks, the separate existence of Qualicare shall cease, and River Oaks shall be the surviving corporation.

ARTICLE TWO: EFFECTIVE DATE

2.1 The Merger shall be effective on the date when this Merger Agreement, having been certified, signed and acknowledged in the manner required by law, is filed in the office of the Secretary of State of Louisiana (such date being heroin collectively referred to as the "Effective Date").

ARTICLE THREE: ARTICLES; BY-LAWS; MANAGEMENT

3.1 The Restatement of Restated Articles of Incorporation of River Oaks, Inc. as set forth in full on Exhibit A annexed hereto, as duly approved by the Board of Directors and the Sole Shareholder of River Oaks, Inc., shall become effective on the effective date of this Agreement of Merger, and shall be the Articles of Incorporation of the surviving corporation, until changed as provided by law.

3.2 The By-Laws, Board of Directors and Officers of River Oaks shall be the By-Laws, Board of Directors and Officers of the surviving corporation, until changed as provided by law.

ARTICLE FOUR: CONVERSION AND CANCELLATION OF SHARES

4.1 The manner and basis of causing the shares of common stock of Qualicare to be converted into shares of common stock of River Oaks shall be as follows:

At the effective time, each share of common stock of Qualicare which is then issued and outstanding shall be exchanged for one share of common stock of River Oaks.

The shares of common stock of Qualicare 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 Qualicare which are converted to shares of the common stock of River Oaks pursuant to this Agreement of Merger shall be surrendered to the Corporate Secretary of River Oaks in exchange for certificates representing the number of shares of common stock of River Oaks to which such chartered stockholder is entitled pursuant hereto. Notwithstanding the foregoing, should any certificate representing common stock of Qualicare not be surrendered as hereinabove required, any stock certificate nominally representing such shares of Qualicare shall be deemed to represent an identical number of shares of common stock of River Oaks.

ARTICLE FIVE: EFFECTS OF MERGER

5.1 The Merger shall have the effects set forth in Section 115 of the Business Corporation Law of Louisiana ("BCL").

ARTICLE SIX: FILING OF MERGER AGREEMENT

6.1 If this Merger Agreement is approved by the shareholders of the parties, then that fact shall be certified hereon and this Merger Agreement shall be signed and acknowledged in accordance with Section 112 of the BCL. As soon as may be practicable thereafter a multiple original of this Merger Agreement, so certified, signed and acknowledged, shall be delivered to the Secretary of State of Louisiana for filing and recording in the manner required by law; and thereafter, as soon as practicable (but not later than the time required by law), a copy of the Certificate of Merger issued by the Secretary of State of Louisiana shall be filed for recordation in the office of the recorder of mortgages for, and the conveyance records of, the parish of Jefferson and shall also be recorded in the conveyance records of any other parish in which Qualicare or River Oaks owns real property on the Effective Date of the Merger.

ARTICLE SEVEN: MISCELLANEOUS

7.1 At any time prior to the Effective Date, this Merger Agreement may be terminated by the mutual agreement of the Boards of Directors of the parties notwithstanding approval of this Agreement by the stockholders of any of the parties.

7.2 This Agreement may be executed in one or more counterparts, all of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Merger Agreement is signed by the Directors of each of the parties as of the day first above written.

For the Board of Directors of
RIVER OAKS, INC.

/s/ Sidney Miller	/s/ Kirk E. Gorman
Sidney Miller	Kirk E. Gorman
/s/ Thomas J. Bender	/s/ Steve Filton
Thomas J. Bender	Steve Filton
/s/ Robert M. Dubbs	/s/ Bruce R. Gilbert
Robert M. Dubbs	Bruce R. Gilbert

For the Board of Directors of
QUALICARE OF JEFFERSON, INC.

/s/ Sidney Miller	/s/ Kirk E. Gorman
Sidney Miller	Kirk E. Gorman
/s/ Thomas J. Bender	/s/ Steve Filton
Thomas J. Bender	Steve Filton
/s/ Robert M. Dubbs	/s/ Bruce R. Gilbert
Robert M. Dubbs	Bruce R. Gilbert

IN WITNESS WHEREOF, this Merger Agreement is signed by the Sole Shareholder of each of the parties as of the day first above written.

FOR QUALICARE OF JEFFERSON, INC.:

UHS-QUALICARE, INC., Sole Shareholder

By: /s/ Sidney Miller
Sidney Miller
Vice President

FOR RIVER OAKS, INC.:

QUALICARE OF JEFFERSON, INC., Sole Shareholder

By: /s/ Sidney Miller
Sidney Miller
Vice President

CERTIFICATE OF SECRETARY OF
QUALICARE OF JEFFERSON, INC.
(A Louisiana Corporation)

I hereby certify that I am the duly elected Secretary of Qualicare of Jefferson, Inc., a Louisiana corporation, presently serving in such capacity, and that the foregoing Agreement of merger was, in the manner required by the Louisiana Business Corporation Law, duly approved, without alteration or amendment, by UHS-Qualicare, Inc., the sole shareholder of Qualicare of Jefferson, Inc. through a written consent dated April 12, 1988.

Certificate dated April 25, 1988.

/s/ Robert H. Dubbs
Robert H. Dubbs, Secretary

CERTIFICATE OF SECRETARY OF
RIVER OAKS, INC.
(A Louisiana Corporation)

I hereby certify that I am the duly elected Secretary of River Oaks, Inc., a Louisiana corporation, presently serving in such capacity, and that the foregoing Agreement of Merger was, in the manner required by the Louisiana Business Corporation Law, duly approved, without alteration or amendment, by Qualicare of Jefferson, Inc., the sole shareholder of River Oaks, Inc., through a written consent dated April 12, 1988.

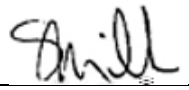
Certificate dated April 25, 1988.

/s/ Robert H. Dubbs
Robert H. Dubbs, Secretary

ACKNOWLEDGMENT AS TO QUALICARE OF JEFFERSON, INC.

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF MONTGOMERY)

BEFORE ME, the undersigned authority, personally came and appeared Sidney Miller who, being duly sworn, declared and acknowledged before me that he is the Vice President of Qualicare of Jefferson, Inc. and that in such capacity he was duly authorized to and did execute the foregoing Agreement of Merger on behalf of such Corporation, for the purposes therein expressed, and as his and such Corporation's free act and deed.



Appearer

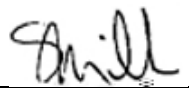
Sworn to and subscribed before me this 25th day of April, 1988.

/s/ Tracy L Feulner
NOTARY PUBLIC
TRACY L FEULNER, Notary Public
Upper Merion Twp., Montgomery Co.
My Commission Expires May 27 1991

ACKNOWLEDGMENT AS TO RIVER OAKS, INC.

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF MONTGOMERY)

BEFORE ME, the undersigned authority, personally came and appeared Sidney Miller who, being duly sworn, declared and acknowledged before me that he is the Vice President of River Oaks, Inc. and that in such capacity he was duly authorized to and did execute the foregoing Agreement of Merger on behalf of such Corporation, for the purposes therein expressed, and as his and such Corporation's free act and deed.



Appearer

Sworn to and subscribed before me this 25th day of April, 1988.

/s/ Tracy L Feulner
NOTARY PUBLIC
TRACY L FEULNER, Notary Public
Upper Merion Twp., Montgomery Co.
My Commission Expires May 27 1991

MERGERROI

EXECUTION BY CORPORATIONS

Considering the foregoing certifications, this Agreement of Merger is executed by such corporations, acting through their respective Vice Presidents, this 25th day of April, 1988.

QUALICARE OF JEFFERSON, INC.

By: /s/ Sidney Miller
Sidney Miller, Vice President

ATTEST:

Robert M. Dubbs
Secretary

RIVER OAKS, INC.

By: /s/ Sidney Miller
Sidney Miller, Vice President

ATTEST:

Robert M. Dubbs
Secretary

EXHIBIT A

[ILLEGIBLE]

RESTATEMENT OF RESTATED ARTICLES OF INCORPORATION *

OF *

RIVER OAKS, INC. *

* *

River Oaks, Inc., a Louisiana corporation (the "Corporation"), through its undersigned Vice President and Secretary and by authority of its Board of Directors, does hereby certify that:

FIRST: The Restatement of Restated Articles of Incorporation set forth in paragraph Fifth below accurately copy the Articles of Incorporation of the Corporation and all amendments thereto in effect at the date hereof without any substantive changes except as made by the new amendments described in paragraph Fourth below.

SECOND: Each Amendment to the Restated Articles of Incorporation has been effected in conformity with law.

THIRD: The date of incorporation of the Corporation was June 4, 1970, the Articles were restated on May 17, 1985, and the date of these Restated Articles of Incorporation is April 12, 1988.

FOURTH: On March 14, 1988, by written consent of the holder of all outstanding shares of the Class S and Class U no par common stock of the Corporation, those being the two classes of shares outstanding on that date, the sole shareholder adopted amendments to the Restated Articles of Incorporation of the Corporation as in effect prior to the

date hereof by amending existing Articles III, IV and VII and deleting existing Articles V and VI of the Restated Articles of Incorporation to read as set forth in paragraph Fifth below. Said amendments (1) effect a reclassification of stock by deleting two classes of common stock, the Class S and Class U no par common stock; and (2) change the number of Directors comprising the Board of Directors.

FIFTH: The Restated Articles of Incorporation of the Corporation are as follows:

I.

The name of this corporation is “River Oaks, Inc.”

II.

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

III.

The corporation has the authority to issue one thousand (1,000) shares of no par common stock. The corporation shall not issue any additional shares of no par common stock and any shares of no par common stock reacquired or otherwise held by it shall be cancelled.

IV.

All of the corporate powers of the corporation shall be vested in, and all of the business and affairs of the corporation shall be managed by, a board of directors consisting of not less than three nor more than ten directors.

Any action which may be taken by the directors may be taken at a meeting of the Board of Directors or may instead be taken by a consent in writing signed by all directors and filed with the records of proceedings of the Board of Directors.

V.

The Corporation shall have a President, a Vice-President, a Secretary, a Treasurer and such other officers as are provided for in its Bylaws.

This Restatement of Restated Articles of Incorporation is dated April 12, 1988.

RIVER OAKS, INC.

By: _____
Vice-President

By: _____
Secretary

RARTINCROI

Exhibit 3.213

AMENDED AND RESTATED

B Y L A W S

OF

RIVER OAKS, INC.

ARTICLE I

NAME AND OFFICES

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

Section 2. Offices. The registered office of the Corporation shall be in the State of Louisiana. 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. Place and Time of Meetings. 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 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 Louisiana 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 Louisiana 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 Louisiana.

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, Louisiana." 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 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 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
AERIES HEALTHCARE CORPORATION

This is to certify that, there is hereby organized a corporation under and by virtue of the General Corporation Law of the State of Delaware:

ARTICLE I
CORPORATE NAME

The name of the corporation is Aeries Healthcare Corporation (the "Corporation").

ARTICLE II
PURPOSE OF CORPORATION

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

ARTICLE III
CAPITAL STOCK

The total number of shares of capital stock which the Corporation shall have authority to issue is Two Thousand Five Hundred (2,500) shares of Common Stock, par value $.01 per share.

ARTICLE IV
REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle, and the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE V
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator of the Corporation is:

Name	**Address**
Paul T. Colella	P.O. Box 190 125 Half Mile Road Middletown, New Jersey 07748

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:20 PM 09/09/1999
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ARTICLE VI
BOARD OF DIRECTORS

The initial Board of Directors of the Corporation shall consist of one (1) director and the name and address of the person who is to serve as the initial director until his successor is elected and qualifies is set forth below:

Name	Address
Mark R. Russell	1763 East Route 70 Cherry Hill, New Jersey 08003

The election and term of office of all directors of the Corporation subsequent to the election and term of the initial director shall be determined in accordance with the By-laws of the Corporation.

ARTICLE VII
ELECTION OF DIRECTORS

Unless and except to the extent that the By-laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE VIII
AMENDMENT OF BY-LAWS

The Board of Directors of the Corporation shall have the power to adopt, amend or repeal the By-laws.

ARTICLE IX
LIMITATION ON DIRECTORS' LIABILITY

No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law, (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article IX shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment,

ARTICLE X
RESERVATION OF POWER TO AMEND CERTIFICATE OF INCORPORATION

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.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore named, has executed, signed and acknowledged this Certificate of Incorporation this 9th day of September, 1999.

WITNESS:

/s/ Caroline D. Jacobsen
CAROLINE D. JACOBSEN

[ILLEGIBLE]

/s/ Paul T. Colella
PAUL T. COLELLA

State of Delaware
Secretary of State
Division of Corporations
Delivered 07 : 39 PM 03/30/2006
FILED 07:39 PM 03/30/2006
SRV 060304999 - 3094970 FILE

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
AERIES HEALTHCARE CORPORATION

Aeries Healthcare Corporation (hereinafter called the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

1. The name of the corporation is Aeries Healthcare Corporation.

2. The Certificate of Incorporation of the Corporation is hereby amended by deleting the first Article thereof and by substituting in lieu of said Article the following:

"FIRST: The name of the corporation is Riveredge Hospital Holdings, Inc. (the "Corporation")."

3. This amendment to the Certificate of Incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

4. This Certificate of Amendment to the Certificate of Incorporation of the Corporation shall be effective on March 31, 2006.

Dated this 15th day of March, 2006.

Aeries Healthcare Corporation

/s/ Christopher L. Howard
Christopher L. Howard
Vice President

1174508.2

AMENDED AND RESTATED
B Y - L A W S
OF
RIVEREDGE HOSPITAL HOLDINGS, INC.

ARTICLE I

OFFICES

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

Section 2. The corporation may also have offices at such other places both within and without the State of Delaware. As the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place either within or without the State of Delaware as may be fixed from time to time by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of shareholders shall be held on the first day of May if not a legal holiday, and if a legal holiday, then on the next secular day following, at 11 a.m. or such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten or more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 5. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president or a majority of the board of directors, or at the request in writing of shareholders owning not less than twenty percent of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Except as otherwise provided by the statute or by the articles of incorporation, written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer of persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing directors.

Section 9. When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by law or the articles of incorporation.

Section 10. Unless otherwise provided in the articles of incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 11. Unless otherwise provided in the articles of incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

If the articles of incorporation provide that a consent may be signed by fewer than all of the shareholders having voting power on any question, then the consent need be signed only by shareholders holding that proportion of the total voting power on the question which is required by the articles of incorporation or by law, whichever requirement is higher. The consent, together with a certificate by the secretary of the corporation to the effect that the subscribers to the consent constitute all or the required proportion of the shareholders entitled to vote on the particular question, shall be filed with the records of proceedings of the shareholders. If the consent is signed by fewer than all of the shareholders having voting power on the question, prompt notice shall be given to all of the shareholders of the action taken pursuant to the consent.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Delaware nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

In addition, vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of Delaware, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any' personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise.

MEETINGS OF THE BOARD OF DIRECTORS

Section 6. Meetings of the board of directors, regular or special, may be held either within or without the State of Delaware.

Section 7. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 8. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 9. Except as otherwise provided by statute or the articles of incorporation, special meetings of the board of directors may be called by the president on four days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 10. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 11. A majority of the board of directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, then directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 13. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors may participate in a meeting of the board of directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

PROXY VOTE BY DIRECTORS

Section 14. Any director absent from a meeting may be represented by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of said absent director, filed with the secretary.

COMMITTEES OF DIRECTORS

Section 15. The board of directors, by resolution adopted by a majority of the board of directors, may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors, but the president may designate another director to serve on the committee pending action by the board.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

REMOVAL OF DIRECTORS

Section 16. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors, may be removed, with or without cause by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

ADVISORY COMMITTEES

The board of directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the Chairman of the Board or the directors of the corporation. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the board of directors.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it

appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Unless otherwise provided in the articles of incorporation or these by-laws, any two of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

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

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

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed with or without cause at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

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

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

THE VICE PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of and be subject to all the restrictions upon the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the state of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 7. The corporation, to the full extent permitted by the laws of the State of Delaware, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served with another corporation, partnership, joint venture or other enterprise at the request of the corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the corporation.

ARTICLE IX

AMENDMENTS

Section 1. These by-laws may be altered, amended, or repealed or new by-laws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

Exhibit 3.216

5860 . 1217

ARTICLES OF ORGANIZATION
OF
ROLLING HILLS HOSPITAL, LLC

The undersigned, acting as Organizer of a limited liability company under the Tennessee Revised Limited Liability Company Act, as amended, Tennessee Code Annotated Sections 48249-101, et seq. (the "Act"), hereby adopts the following Articles of Organization ("the Articles") for such limited liability company:

1. Name. The name of the limited liability company (the "Company") is: Rolling Hills Hospital, LLC.

2. Registered Agent.

(a) The complete address of the Company's initial registered office in Tennessee is:

840 Crescent Centre Drive, Suite 460
Franklin, Tennessee 37067
Williamson County

(b) The name of the initial registered agent, to be located at the address listed in 2(a) is:

Rulon Briscoe.

3. Principal Executive Office. The complete address of the Company's principal executive office is:

840 Crescent Centre Drive, Suite 460
Franklin, Tennessee 37067
Williamson County

4. Form of Management. The Company shall be member managed.

5. Duration. The period of duration of the Company shall be perpetual at which time the Company shall dissolve unless the Company is dissolved earlier pursuant to the provisions of its operating agreement or the Act.

6. Indemnification Required. The Company shall indemnify any individual who is a "responsible person" within the meaning of TCA § 48-249-115(a)(6) to the full extent provided by TCA § 48-249-115.

IN WITNESS WHEREOF, the undersigned person, acting as organizer, being duly authorized, executes the foregoing Articles for the purpose of filing and forming a limited liability company in accordance with the Act.

Dated: September 15, 2006

/s/ E. Brent Hill

E. Brent Hill, Esq.
Organizer

1264197.1

ROLLING HILLS HOSPITAL, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Rolling Hills Hospital, LLC, a Tennessee limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Psychiatric Solutions Hospitals, LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Tennessee Limited Liability Company Law, Title 48 of the Tennessee Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Rolling Hills Hospital, LLC" or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Tennessee Secretary of State on September 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, Psychiatric Solutions Hospitals, LLC is the sole Member of the Company. The Member's membership

interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Tennessee as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Tennessee without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

PSYCHIATRIC SOLUTIONS HOSPITALS, LLC

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

ROLLING HILLS HOSPITAL, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

Exhibit 3.218

[ILLEGIBLE]

ARTICLES OF ORGANIZATION FOR
SAMSON PROPERTIES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I
NAME

The name of the Limited Liability Company is SAMSON PROPERTIES, LLC.

ARTICLE II
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 [ILLEGIBLE] day of June, 2000.

Alan Cohen, Managing Member of
Samson Properties, LLC

Exhibit 3.219

SAMSON PROPERTIES, 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 SAMSON PROPERTIES, LLC, a Florida 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 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 "SAMSON PROPERTIES, LLC". The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be CT Corporation System located at 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.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Samson Properties, LLC

CERTIFICATE OF INCORPORATION

OF

PSYCHIATRIC SOLUTIONS OF OKLAHOMA, INC.

The undersigned, for the purposes of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that:

FIRST: The name of this corporation is Psychiatric Solutions of Oklahoma, Inc.

SECOND: Its Registered Office in the State of Delaware is to be located at Suite 1B, 9 E. Loockerman Street, in the City of Dover, County of Kent, 19901. The Registered Agent in charge thereof is National Registered Agents, Inc.

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

FOURTH: The amount of the total authorized capital stock of the corporation is one thousand (1,000), all of which are of a par value of $0.01 each and classified as Common stock.

FIFTH: No holder of any of the shares of the corporation shall, as such holder, have any right to purchase or subscribe for any shares of any class which the corporation may issue or sell, whether or not such shares are exchangeable for any shares of the corporation of any other class or classes, and whether such shares are issued out of the number of shares authorized by the Certificate of Incorporation of the corporation as originally filed, or by any amendment thereof, or out of shares of the corporation acquired by it after the issue thereof; nor shall any holder of any of the shares of the corporation, as such holder, have any right to purchase or subscribe for any obligations which the corporation may issue or sell that shall be convertible into, or exchangeable for, any shares of the corporation of any class or classes, or to which shall be attached or shall appertain to any warrant or warrants or other instrument or instruments that shall confer upon the holder thereof the right to subscribe for, or purchase from the corporation any shares of any class or classes.

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

NAME	MAILING ADDRESS
Lee C. Dilworth, Esq.	c/o Harwell Howard Hyne Gabbert & Manner, P.C. 315 Deaderick Street, Suite 1800 Nashville, Tennessee 37238-1800

SEVENTH: The duration of the corporation shall be perpetual.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:27 PM 02/19/2003
030104370 – 3620583

308194-1

EIGHTH: When a compromise or arrangement is proposed between the corporation and its creditors or any class of them or between the corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of the corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation pursuant to the provisions of Section 291 of Title 8 of the Delaware Code or on application of trustees in dissolution or of any receiver or receivers appointed for the corporation pursuant to provisions of Section 279 of Title 8 of the Delaware Code may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing three-fourths (3/4) in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of the corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on the corporation.

NINTH: The personal liability of all of the directors of the corporation is hereby eliminated to the fullest extent allowed as provided by the Delaware General Corporation Law, as the same may be supplemented and amended.

TENTH: The corporation shall, to the fullest extent legally permissible under the provisions of the Delaware General Corporation Law, as the same may be amended and supplemented, indemnify and hold harmless any and all persons whom it shall have power to indemnify under said provisions from and against any and all liabilities (including expenses) imposed upon or reasonably incurred by him in connection with any action, suit or other proceeding in which he may be involved or with which he may be threatened, or other matters referred to in or covered by said provisions both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer of the corporation. Such indemnification provided shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, Agreement or Resolution adopted by the shareholders entitled to vote thereon after notice.

Dated this 18th day of February, 2003.

L C. Dilworth

Lee C. Dilworth, Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:42 PM 09/28/2005
FILED 07:42 PM 09/28/2005
SRV 050797035 - 3620583 FILE

CERTIFICATE OF CONVERSION
OF
PSYCHIATRIC SOLUTIONS OF OKLAHOMA, INC.

Psychiatric Solutions of Oklahoma, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the Delaware General Corporation Law (the "DGCL"), desiring to convert the Corporation to a limited liability company pursuant to Section 266 of the DGCL and Section 18-214 of the Delaware Limited Liability Company Act (the "DLLCA"), does hereby certify as follows:

1. The Corporation was incorporated in the State of Delaware on February 19, 2003.

2. The name of the Corporation immediately prior to filing this Certificate of Conversion is Psychiatric Solutions of Oklahoma, Inc.

3. The name of the limited liability company as set forth in the Certificate of Formation is Shadow Mountain Behavioral Health System, LLC.

4. The conversion of the Corporation to a limited liability company shall be effective at 11:59 p.m. on September 30, 2005.

5. The conversion has been approved in accordance with the provisions of Section 266 of the DGCL and Section 18-214 of the DLLCA.

September 28, 2005

Psychiatric Solutions of Oklahoma, Inc.

By: _____
Steven T. Davidson
Vice President

1148018.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:42 PM 09/28/2005
FILED 07:42 PM 09/28/2005
SRV 050797035 - 3620583 FILE

CERTIFICATE OF FORMATION
OF
SHADOW MOUNTAIN BEHAVIORAL HEALTH SYSTEM, LLC

The undersigned authorized person, desiring to form a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act, 6 Delaware Code, Chapter 18, does hereby certify as follows:

1. The name of the limited liability company (the "LLC") is Shadow Mountain Behavioral Health System, LLC.

2. The address of its registered office in the State of Delaware is 160 Greentree Drive, Suite 101 in the City of Dover, Delaware. The name of its registered agent at such address is National Registered Agents, Inc.

3. This Certificate of Formation shall be effective at 11:59 p.m. on September 30, 2005.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 28th day of September, 2005.

Steven T. Davidson

1148018.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:44 PM 10/10/2007
FILED 11:51 AM 10/10/2007
SRV 071100586 - 3620583 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Shadow Mountain Behavioral Health System, 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

DE304 - 05/18/2007 C T System Online

Exhibit 3.221

SHADOW MOUNTAIN BEHAVIORAL HEALTH SYSTEM, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Shadow Mountain Behavioral Health System, LLC, a Delaware limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Psychiatric Solutions Hospitals, LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Delaware Limited Liability Company Law, Title 6, Chapter 18 of the Delaware Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Shadow Mountain Behavioral Health System, 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 February 19, 2003.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Psychiatric Solutions

Hospitals, LLC is the sole Member of the Company. The Member's membership interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Delaware as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Delaware without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

PSYCHIATRIC SOLUTIONS HOSPITALS, LLC

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

SHADOW MOUNTAIN BEHAVIORAL HEALTH SYSTEM, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

Form 207

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $750

Certificate of Limited Partnership Pursuant to Article 6132a-1

Filed in the Office of the Secretary of State of Texas
Filing #: 800446373 01/28/2005
Document #: 80978950002
Image Generated Electronically for Web Filing

Article 1 - Name of Limited Partnership

The name of the limited partnership is: SHC-KPH, LP

The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," "LP," or "Ltd." as the last words or letters of its name. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Principal Office

The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:

504 Seville Road, Suite 201, Denton, TX, USA 76205

Article 3 – Registered Agent and Registered Office (Select and complete either A or B and complete C)

☐ A. The initial registered agent is an organization (cannot be limited partnership named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Jerry G Browder

C. The business address of the registered agent and the registered office address is:

Street Address:
504 Seville Road, Suite 201 Denton TX 76205

Article 4 - General Partner Information

The name, street address, and the mailing address of the business or residence of each general partner is as follows:

General Partner 1: (Business Name)
Kingwood Pines Hospital, LLC

Street Address:
504 Seville Road, Suite 201 Denton TX, USA 76205

Mailing Address:
504 Seville Road, Suite 201 Denton TX, USA 76205

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effective Date of Filing

☑ A. This document will become effective when the document is filed by the secretary of state.

OR

☐ B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

Name Reservation Document Number
Execution
The undersigned sign this document subject to the penalties imposed by law for the submission of a false or fraudulent document.
Signature of General Partner 1: Jerry G. Browder

FILING OFFICE COPY

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP

FILED
In the Office of the
Secretary of State of Texas
JAN 0 8 2007
Corporations Section

Pursuant to the provisions of Section 2.02 of the Texas Revised Partnership Act, the undersigned limited partnership desires to amend its certificate of limited partnership and for that purpose submits the following certificate of amendment.

1. The name of the limited partnership is SHC-KPH, LP.

2. The certificate of limited partnership is amended as follows:

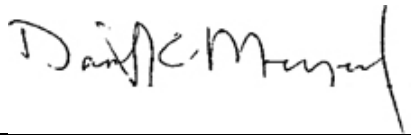
Under Article 2, the address of the principal office in the United States where records of the partnership are to be kept or made available is set forth to 2941 South Lake Vista Drive, Lewisville, Texas, USA 75067; and

Under Article 4, the street address and mailing address of the general partner, Kingwood Pines Hospital, LLC is set to 2941 South Lake Vista Drive, Lewisville, Texas, USA 75067.

Dated December 1, 2006.

SHC-KPH, LP

By: Kingwood Pines Hospital, LLC
General Partner



David K. Meyercord
Executive Vice President & Secretary

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

OF

SHC-KPH, LP

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

OF

SHC-KPH, LP

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement"), is made and entered into as of November 15, 2010, by and among HHC Kingwood Investment, LLC a Delaware limited liability company, as general partner (the "General Partner"), and Kingwood Pines Hospital, LLC, a Texas limited liability company (the "Limited Partner"). The General Partner and the Limited Partners are hereinafter sometimes referred to individually as a "Partner" and collectively as the "Partners."

R E C I T A L S:

WHEREAS, the Partners formed the Partnership by executing the Agreement of Limited Partnership of the Partnership, dated as of January 28, 2005 (the "Initial Agreement"), and by filing with the Office of the Secretary of State (the "Secretary of State") of the State of Texas (the "State") a Certificate of Limited Partnership on January 28, 2005 (as amended and restated from time to time, the "Certificate"); and

WHEREAS, each of the Partnership and the Partners has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the Partnership on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

SECTION 1

General

1.1 Formation. The parties hereto agree to continue, in accordance with the provisions of this Agreement, the Partnership as a limited partnership under and pursuant to the Act, and the rights and obligations of the Partners shall be as provided in the Act except as otherwise expressly provided herein.

1.2 Organization Certificates. The General Partner shall execute all certificates or documents and make all filings and recordings and perform such acts as shall constitute compliance with all requirements for the formation and maintenance of the existence of the Partnership as a limited partnership under the Act and under the laws of the United States or a state in which it has authority to do business. The General Partner shall take all action that may be necessary or appropriate for the continuation of the Partnership's valid existence as a limited partnership under the Act and under the laws of all such states.

1.3 Name. The name of the Partnership shall be SHC-KPH, LP, all business of the Partnership shall be conducted in such name that the General Partner determines to be in the best interest of the Partnership.

1.4 Capitalized Words and Phrases. Capitalized words and phrases used herein shall have the meanings stated in Section 19 hereof, unless defined in a document to which reference is made for such definition or defined in another section of this Agreement.

SECTION 2

Term

The term of the Partnership commenced on the date of the filing of the Certificate in the Secretary of the State of the State and shall continue until dissolved as provided in Section 12. The General Partner shall cause the due filing and recording of any required amendments to and/or restatements of the Certificate as promptly as possible following the execution and delivery of this Agreement.

SECTION 3

Purpose

The sole purpose and business of the Partnership shall be to own and operate the behavioral health care hospital in Texas, including Kingwood Pines Hospital (the "Hospital"). In furtherance of the purpose of the Partnership, the Partnership shall have the power to do any and all of the things necessary or desirable in connection with the foregoing or as otherwise contemplated by this Agreement. The Partnership shall not engage in any other business without the prior written consent of the General Partner.

SECTION 4

Principal Place of Business

The location of the principal office of the Partnership (where the books and records of the Partnership shall be kept) is at the executive offices of UHS, which is currently located at 367 South Gulph Road King of Prussia, PA 19406.

SECTION 5

Partners; Capital Contributions; Capital Accounts; Allocations Among Partners; Partnership Interests

5.1 Capital Contributions.

(a) Capital Contribution of the Partners. The Partnership shall be owned by the Limited Partner and the General Partner, pro rata as their capital contributions relate to total capital contributed to the Partnership by the Limited Partner and the General Partner. The ownership percentages, as of the date of this Agreement, of the Limited Partner and the General Partner in the Partnership shall be as set forth on Schedule A hereto, as from time to time amended and supplemented by the Partnership (without the need for an amendment to the Agreement).

(b) Additional Capital Contributions of Partners. Except for the Capital Contributions as set forth on Schedule A hereto, no Partner shall be required to make any additional capital contributions unless all Partners consent to make such Additional Contribution.

(c) Additional Limited Partners. The General Partner may, at any time, and from time to time, admit additional Limited Partners, or may accept an additional capital contribution from any Limited Partner, who shall be considered an additional Limited Partner to the extent of such additional capital contribution; provided, that, the admission of Limited Partners and the issuance of Partnership Interests as contemplated by Section 11.3, shall require the consent of a Majority in Interest as provided in Section 6.3(h). The capital contribution of any additional Limited Partners shall be payable on a date such Limited Partner is admitted to the Partnership. As soon as practicable after the admission of any new Limited Partner or the acceptance of any additional capital contribution as herein above provided, the General Partner shall, if required, cause an appropriate amendment to the Certificate to be filed and shall deliver to each Limited Partner an amended Certificate.

5.2 Capital Accounts. Each Partner shall have a capital account ("Capital Account"), which, in addition to the adjustments set forth below, shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1 .704-1(b)(2)(iv) and shall be equal to the amount of cash contributed by such Partner to the Partnership pursuant to Subsection 5.1 and such Capital Account shall be:

(a) increased by:

(i) the fair market value of property contributed by the Partner to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Code Section 752);

(ii) allocations of net income from operations (or items thereof) and the amount of net gains (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including income and gain exempt from tax and income and gain described in Treasury Regulation Section I .704-l(bX2)(iv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-1(b)(4)(i); and

(b) decreased by:

(i) amounts paid or distributed to the Partner pursuant to Sections 8 and 11.3 (other than repayments of any loans made to the Partnership under Subsection 6.9 or Section 10 hereof);

(ii) the fair market value of property distributed to the Partner by the Partnership (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Code Section 752);

(iii) allocations to the Partner of expenditures of the Partnership described in Code Section 705 (a)(2)(B); and

(iv) allocations of Partnership loss and deductions (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including loss and deduction described in Treasury Regulation Section 1.704-1 (b)(2)(iv)(g), but excluding items described in (iii) above and loss or deduction described in Treasury Regulation Sections 1 .704-1(b)(4)(i) or 1 .704-1(b)(4)(iii).

5.3 Determination of Balance in Capital Accounts. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Partner for purposes of Sections 7 or 8, the Capital Account of the Partner shall be determined after giving effect to all adjustments provided for in Subsection 5.2 for the current Fiscal Year in respect of transactions effected prior to the date with respect to which such determination is to be made.

5.4 Withdrawal of Capital. Except as specifically provided in this Agreement, no Partner shall be entitled to withdraw any part of his Capital Account or to receive any distribution from the Partnership, and no Partner shall be entitled or required to make any additional capital contribution to the Partnership.

5.5 Capital Accounts of New Partners. Each Partner, including any additional or Substituted Limited Partner, who shall receive any Partnership Interest(s) in the Partnership or whose Partnership Interest(s) in the Partnership shall be increased by means of a Transfer to him

of all or part of the Partnership Interest(s) of another Partner, shall succeed to the Capital Account of the transferor to the extent the Capital Account of the transferor relates to the transferred Partnership Interest(s).

5.6 Partners' Loans. Loans by any Partner to the Partnership shall not be considered Capital Contributions to the Partnership and shall not increase the Capital Account of the lending Partner.

5.7 Liability of Limited Partners. Except as provided in the Act, a Limited Partner shall not be liable for the obligations of the Partnership. The liability of each Limited Partner shall be limited solely to the amount of his Capital Contribution to the Partnership required by the provisions of this Agreement. Notwithstanding anything to the contrary above, a Limited Partner receiving the return of any portion of his capital contributions without violating this Agreement or the Act shall be liable to the Partnership for a period of one (1) year thereafter for the amount of the returned contribution, but only to the extent necessary to discharge the Partnership's liabilities to creditors who extended credit to the Partnership during the period prior to the date of the return of such Capital Contribution (excluding liabilities of the Partnership represented by debt, the repayment of which is secured solely by Partnership property.

5.8 Transferee Partners. Any Partner acquiring the interest of any other Partner shall, with respect to the interest so acquired, be deemed to be a Partner of the same class as the transferor.

5.9 Interest on Capital Contributions. No interest shall be paid by the Partnership on any capital contributed to the Partnership.

5.10 Allocations Among Partners. Unless otherwise expressly stated to the contrary, whenever amounts are allocated or distributed to the Partners such amounts shall be allocated or distributed among the Partners in the proportion that the Partnership Interest(s) each owns bears to the aggregate number of Partnership Interests of all the Limited Partners at the time of such allocation or distribution.

5.11 Capital Accounts to Conform with Treasury Regulations. In addition to the adjustments set forth in this Section 5, the Capital Accounts of the Partners shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1.704-l(b)(2)(iv). In this regard, at the sole and absolute discretion of the General Partner, the Partnership's assets and, accordingly, the Partner's Capital Accounts, may be adjusted to equal their respective fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Treasury Regulation Section 1.704-l(b)(2)(ii)(g).

SECTION 6

Control and Management

6.1 General. Except as specifically limited herein, the General Partner shall have full, exclusive and complete discretion in the management and control of the Partnership for accomplishing the purposes set forth in Section 3. The General Partner agrees to manage and control the affairs of the Partnership to the best of its ability and to conduct the operations contemplated under this Agreement in a careful and prudent manner and in accordance with good industry practice. Subject to the limitations set forth in this Agreement, the General Partner shall have full power and authority to execute all documents and instruments on behalf of the Partnership and to take all other requisite actions on behalf of the Partnership.

6.2 Powers of General Partner. Subject to any limitations expressly set forth in this Agreement, the General Partner shall perform or cause to be performed, at the Partnership's expense and in its name, all things necessary to own and operate, the Hospitals. Without limiting the generality of the foregoing, the General Partner (subject to the provisions of Subsection 6.3 hereof) is expressly authorized to do the following on behalf of the Partnership:

(a) enter into, amend or revise contracts, leases and other agreements that are necessary for the operations of the Hospital;

(b) borrow money on behalf of the Partnership, on a secured or unsecured basis, or refinance or modify any Partnership indebtedness;

(c) perform any and all acts necessary or appropriate for the ownership and operation of the Hospital, including without limitation, commencing, defending and/or settling litigation regarding the Hospitals or any aspect thereof;

(d) procure and maintain with responsible companies such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner;

(e) take and hold all property of the Partnership, real, personal and mixed, in the Partnership name, or in the name of a nominee of the Partnership;

(f) execute and deliver on behalf of, and in the name of the Partnership, or in the name of a nominee of the Partnership, deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale, financing statements, security agreements, installation contracts, easements, construction contracts, architectural and engineering and any and all other instruments necessary or incidental to pursuing the purpose of the Partnership or the conduct of the Partnership's business and the financing thereof,

(g) bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Partnership;

(h) establish reasonable reserve funds from Cash Flow to provide for future contingencies;

(i) loan funds to the Partnership, directly or through an Affiliate, and charge interest therefor;

(j) coordinate all accounting and clerical functions of the Partnership and employ such accountants, attorneys, managers, agents and other management or service personnel as may from time to time be required to carry on the business of the Partnership;

(k) during those periods in which the General Partner determines such funds are not necessary for the working capital needs of the Partnership, invest its available funds, or any part thereof, in such short-term investment vehicles as the General Partner determines to be in the best interests of the Partnership;

(1) execute, acknowledge and deliver any and all instruments necessary to effectuate the foregoing;

(m) operate any business normal or customary for the owners of property similar to the Hospital; and

(n) employ such staff, professionals and consultants as shall be necessary or appropriate to operate the business of the Partnership.

(o) finance and construct a replacement Hospital facility

(p) sell the assets of the Partnership including, all or substantially all of the assets of the Partnership.

6.3 Limitations on Powers of General Partner. Notwithstanding the generality of the foregoing, the General Partner shall not be empowered, without the Votes of a Majority in Interest of the Limited Partners, to:

(a) do any act in contravention of this Agreement;

(b) confess a judgment against the Partnership;

(c) possess Partnership property or assign any rights in specific Partnership property for other than a Partnership purpose;

(d) except as otherwise provided in Section 11 hereof, admit a person as a general partner into the Partnership;

(e) require any Limited Partner to make a Capital Contribution to the Partnership not provided for in this Agreement; or

(f) except as provided in this Agreement (including, without limitation, the admission of additional Limited Partners as provided herein), increase or decrease the interest of any Partner in the assets, profits, losses or distributions of the Partnership; and

(g) relieve the General Partner of any liability under this Agreement due to the assignment of its interest in the Partnership;

(h) admit additional (including by way of public offering) or Substituted Limited Partners, except as provided in Section 11 hereof;

(i) lend any Partnership funds or property to any person;

(j) change, reorganize, merge or consolidate the Partnership with or into any other legal entity (including a publicly held entity); or

6.4 No Management Powers By Limited Partners. The Limited Partners shall take no part in the control of the Partnership business and shall have no right or authority to act for or bind the Partnership. The exercise of any of the rights and powers of the Limited Partners pursuant to the terms of this Agreement shall not be deemed taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

6.5 General Partner's Liability. The General Partner shall not be liable for the return of any portion of the capital contributions of the Limited Partners. The General Partner shall not be required to contribute any amount to the capital of the Partnership except as provided in Section 5 hereof.

6.6 Limitation on Obligations of General Partner. The General Partner shall devote as much of its time and attention as is reasonably necessary and advisable to manage the affairs of the Partnership to the best advantage of the Partnership. Except as otherwise specifically set forth below, the General Partner shall not be liable to the Limited Partners because any governmental authority disallows or adjusts any deductions or credits in the Partnership's income tax returns.

6.7 Indemnification of General Partner. The General Partner shall not be liable to the Partnership or any of its Partners for any losses, claims, damages or liabilities to which the Partnership or the Limited Partners may become subject insofar as any such losses, claims, damages or liabilities arise out of or are based upon any act, error or omission or alleged act, error or omission or negligence or any other matter, except for any such losses, claims, damages or liabilities resulting from the willful misconduct or gross negligence of the General Partner. The General Partner shall be indemnified by the Partnership for any act performed by it within the scope of the authority conferred upon it by this Agreement; provided, however, that such indemnification shall be payable by the Partnership only if the General Partner (a) acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Partnership and the Partners, and (b) had no reasonable grounds to believe that its conduct was

grossly negligent or unlawful. No indemnification may be made by the Partnership in respect of any claim, issue or matter as to which the General Partner shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of its duty to the Partnership unless, and only to the extent that, the court in which such action or suit was brought determines that in view of all the circumstances of the case, despite the adjudication of liability for gross negligence or willful misconduct, the General Partner is fairly and reasonably entitled to indemnification for those expenses which the court deems proper. Any indemnity under this Section 6.7 shall be paid from, and only to the extent of, Partnership assets, and no Limited Partner shall have any personal liability on account thereof.

6.8 Dealings with General Partner and Affiliates. The Partnership is authorized to enter into business agreements, contracts and other transactions with the General Partner or any Affiliate of the General Partner and is authorized to pay fees, commissions or other consideration to the General Partner or any Affiliate of the General Partner. Any such other transaction between the Partnership and the General Partner or Affiliates of the General Partner shall be on terms not less favorable to the Partnership than those available from nonaffiliated parties.

6.9 Loans to Fund Operating Deficits. In the event that for any Fiscal Year (or part thereof) during the term of the Partnership, operations of the Partnership produce a deficit in Cash Flow, the General Partner shall have the option, but not the obligation, to cause to be advanced, as a loan, to the Partnership, the amount of said deficit (the amount of such advance referred to herein as the "Operating Deficit Loans"). The amount of the Operating Deficit Loans shall bear interest at the rate which is the lesser of the maximum rate of interest allowed by applicable law or the same rate charged the General Partner by the financial institution or other entity from which such funds are obtained (or, in the event the General Partner does not borrow such funds, an amount equal to thirteen percent (13%) per annum). The principal and interest of the Operating Deficit Loans shall be repaid only as set forth in Section 8.

SECTION 7

Net Income; Net Losses and Credits from Operations; Net Gains and Net Losses from Dissolution and Winding Up

7.1 Operations.

(a) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net income of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and the General Partner in proportion to their ownership of Partnership Interests.

(b) (i) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net losses of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(ii) The net losses allocated pursuant to Subsection 7.1 (b)(i) hereof shall not exceed the maximum amount of net losses that can be so allocated without causing any Limited Partner who is not a General Partner to have a Capital Account deficit at the end of any fiscal year. In the event some but not all of the Limited Partners (excluding the General Partner) would have Capital Account deficits as a consequence of an allocation of net losses pursuant to Subsection 7.1 (b)(i), the limitation set forth in this Subsection 7.1 (b)(ii) shall be applied on a Limited Partner by Limited Partner basis so as to allocate the maximum permissible net loss to each Limited Partner who is not a General Partner under Section 1.704-1 (b)(2)(ii)(d) of the Regulations. All losses in excess of the limitation set forth in this Subsection 7.1 (b)(ii) shall be allocated to the General Partner.

(c) In the event the Capital Accounts of the Limited Partners are reduced to zero, then, notwithstanding anything to the contrary in Subsection 7.1(b), an amount of net losses of the Partnership from operations as determined for Federal income tax purposes equal to (i) the Operating Deficit Loans made to the Partnership by the General Partner in that Fiscal Year, and/or (ii) optional loans made to the Partnership by any Partner(s) pursuant to Section 10 hereof in that Fiscal Year shall be allocated first to the General Partner and such Partner(s), in proportion to the principal amount of such loans; but all other Partnership net losses from operations as determined for Federal income tax purposes for that Fiscal Year shall be allocated in accordance with Subsection 7.1(b).

(d) All tax credits of the Partnership which give rise to valid allocations of Partnership loss or deduction will be allocated to the Partners in the same proportion as the loss and deduction giving rise to the credits are allocated to the Partners. Notwithstanding the foregoing, allocations of investment tax credits, if any, will be made in a manner consistent with governing Treasury Regulations.

7.2 Dissolution and Winding Up. All net gains and net losses of the Partnership, as determined for Federal income tax purposes, in connection with a sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, shall be allocated in the following order of priority:

(a) Allocation of Gains. Any net gains shall be allocated as follows:

(i) First, net gains shall be allocated to each Partner with a deficit Capital Account, in the same ratio as the deficit in such Partner's Capital Account bears to the aggregate of all such deficits, until all such deficits are reduced to zero;

(ii) Next, to each Limited Partner, to the extent his Capital Account, after the allocation described in Subsection 7.2(a) (1) above, is less than his Capital Investment (the "Capital Investment Deficit"), in the same proportions as the Capital Investment Deficit in each Limited Partner's Capital Account bears to the aggregate Capital Investment Deficits of all such Limited Partners, until the Capital Investment Deficits of all Limited Partners are reduced to zero;

(iii) Next, to the General Partner, to the extent of its Capital Investment Deficit; and

(iv) The balance, if any, to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(b) Allocation of Losses. Any net losses shall be allocated as follows:

(i) To the extent that the balance in the Capital Account of the Partners exceeds the amount of their Capital Investment (the "Excess Balances") in proportion to such Excess Balances until such Excess Balances are reduced to zero;

(ii) Next, to the Partners pro rata in accordance with the positive balances in their Capital Accounts until the balances in their Capital Accounts shall be reduced to zero; and

(iii) The balance of such net losses, if any, to the General Partner.

7.3 Qualified Income Offset. In the event any Limited Partner (excluding the General Partner) unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1 (b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5), or 1.704-1 (b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Capital Account deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Subsection 7.3 shall be made if and only to the extent that such Limited Partner would have a Capital Account deficit after all other allocations provided for in this Section 7 have been tentatively made without regard to this Subsection 7.3.

7.4 Minimum Gain.

(a) Notwithstanding any other provision of this Section 7, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each General Partner and Limited Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2) that is allocable to the disposition of Partnership Property subject to Nonrecourse Liabilities, determined in accordance with Treasury Regulations Section 1.704-2(d) or (ii) if such person would otherwise have a Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1 .704-2(b)(2) of the Treasury Regulations. This Section 7.4(a) is intended to comply with the minimum gain

chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. To the extent permitted by such section of the Treasury Regulations and for purposes of this Section 7.4(a) only, each Partner's Capital Account deficit shall be determined prior to any other allocations pursuant to this Section 7 with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

(b) Partner Minimum Gain Chargeback. Notwithstanding any other provisions of this Section 7 except Section 7.4(a), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each person who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1 .704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section l.704-2(i)(5), that is allocable to the disposition of Partnership Property subject to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(2), or (ii) if such person would otherwise have Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 7.4(b) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 7.4(b), each Partner's Capital Account deficit shall be determined prior to any allocations pursuant to this Section 7 with respect to such fiscal year, other than allocations pursuant to Section 7.4(a) hereof.

7.5 Allocation of Certain Nondeductible Expenses. Syndication expenses and costs and any other items which are paid by the Partnership and which are nondeductible and nonamortizable for Federal income tax purposes, shall be allocated in the manner provided in Subsection 7.1.

7.6 Minimum Allocation to General Partner. Notwithstanding any other provision of this Agreement, not less than one percent (1%) of the net income, net losses and credits from operations, and net gains and net losses from the dissolution and winding up of the Partnership shall, in all events, be allocated to the General Partner for each Fiscal Year, or part thereof, of the Partnership pursuant to this Section 7.

7.7 Recharacterization of Fees and Guaranteed Payments. Notwithstanding anything to the contrary in Subsections 7.1 and 7.2, in the event any fees, interest or other amounts paid or payable to the General Partner or its Affiliates are deducted by the Partnership for United States Federal income tax purposes in reliance on Code Sections 707(a) or 707(c) (or would so be if such payee were a Partner) and such fees, interest or other amounts are disallowed as deductions to the Partnership and are recharacterized as Partnership distributions, then there shall be allocated to the General Partner, prior to the allocations otherwise provided in this Section 7, an amount of net profit from operations (and to the extent such profits from operations are not

sufficient, net gains described in Subsection 7.2 hereof) for the Fiscal Year in which such fees, interest or other amounts are treated as Partnership distributions in an amount equal to such fees, interest or other amounts treated as distributions.

7.8 Gross Income Allocation. In the event any Limited Partner (excluding the General Partner) has a deficit Capital Account at the end of any Partnership fiscal year that is in excess of the sum of (i) the amount such Limited Partner is obligated to restore and (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection 7.8 shall be made if and only to the extent that such Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Subsection 7 have been tentatively made without regard to Subsection 7.3 and this Subsection 7.8.

7.9 Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Limited Partners in proportion to their Votes.

7.10 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

7.11 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

7.12 Curative Allocations.

(a) The “Regulatory Allocations” consist of the “Basic Regulatory Allocations,” as defined in Subsection 7.12(b) hereof; the “Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(c) hereof; and the “Partner Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(d).

(b) The “Basic Regulatory Al locations” consist of (1) allocations pursuant to the last sentence of Subsection 7.1(b) (ii) hereof, and (ii) allocations pursuant to Subsections 7.3, 7.8 and 7.11 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each General Partner and Limited Partner shall be equal to the

net amount that would have been allocated to each such General Partner and Limited Partner if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Subsection 7.12(b) shall only be made with respect to allocations pursuant to Subsection 7.11 hereof to the extent the General Partner reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

(c) The "Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(a) and 7.9 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount or such allocations of other items and the Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (1) no allocations pursuant to this Subsection 7.12(c) shall be made prior to the Partnership fiscal year during which there is a net decrease in Partnership Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partnership Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(c) shall be deferred with respect to allocations pursuant to Subsection 7.9 hereof to the extent the General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(a) hereof

(d) The "Partner Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(b) and 7.10 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Partner Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Partner Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Partner Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Subsection 7.12(d) shall be made with respect to allocations pursuant to Subsection 7.10 relating to a particular Partner Nonrecourse Debt prior to the Partnership fiscal year during which there is a net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partner Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(d) shall be deferred to with respect to allocations pursuant to Subsection 7.10 hereof relating to a particular Partner Nonrecourse Debt to the extent this General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(b) hereof.

(e) The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (i) apply the provisions of Subsections 7.12(b), 7.12(c) and 7.12(d) hereof in whatever order is likely to minimize the economic distortions that might otherwise

result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Subsections 7.12(b), 7.12(c) and 7.12(d) hereof among the General Partner and the Limited Partners in a manner that is likely to minimize such economic distortions.

7.13 Other Allocation Rules.

(a) The Partners are aware of the income tax consequences of the allocations made by this Section 7 and hereby agree to be bound by the provisions of this Section 7 in reporting their shares of Partnership income and loss for income tax purposes.

(b) To the extent permitted by Sections 1.704-2(h) and l.704-(i)(6) of the Treasury Regulations, the General Partner shall endeavor to treat distributions of Cash Flow from operations or proceeds available upon dissolution as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase a Capital Account deficit for any Limited Partner (excluding the General Partner).

SECTION 8

Distributions

8.1 Cash Flow from Operations and Proceeds from Capital Events. After providing for the satisfaction of the current debts and obligations of the Partnership, the General Partner shall, to make distributions of Cash Flow from operations and Proceeds from Capital Events to the Partners, to the extent available, within a reasonable period of time after the end of each Fiscal Year of the Partnership, in the following order of priority:

(a) First, the unpaid principal of, and accrued interest on, Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans;

(b) Next, the unpaid principal of, and accrued interest on, loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans; and

(c) Thereafter, the General Partner shall be permitted, but not required, to make distributions to the Partners on a pro rata basis in accordance with the number of Partnership Interests held by each of them respectively.

8.2 Proceeds Available Upon Dissolution. Upon the sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, the assets of the Partnership, after making payment of or provision for payment of all liabilities and

obligations of the Partnership (other than in regard to any loans made pursuant to Subsection 6.9 and Section 10) and after making distributions of Cash Flow from operations in the year of dissolution in accordance with Subsection 8.1, shall be distributed, as expeditiously as possible, in the following order of priority:

(a) First, to fund such reserves as the liquidator of the Partnership, as provided in Subsection 12.5, may reasonably deem necessary for any contingent liabilities or obligations of the Partnership, provided that any such reserves shall be paid by such person to an independent escrow agent, to be held by such agent or his successor for such period as such person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided;

(b) Next, the unpaid principal of and accrued interest on Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payment to be applied toward payment of accrued interest on such loans and next as a payment of the principal on such loans;

(c) Next, the unpaid principal of and interest on loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments being applied first toward payment of accrued interest on such loans and next toward payment of principal on such loans; and

(d) Next, an amount up to the aggregate positive balances of the Capital Accounts of all Partners (as adjusted to reflect the allocation of net gains or net losses under Subsection 7.2) shall be distributed to the Partners in the proportion that each Partner's positive Capital Account balance bears to the aggregate of such positive balances.

8.3 Distributions in Kind. If any assets of the Partnership shall be distributed in kind, such assets shall be distributed to the Partners entitled thereto as tenants-in-common in the same proportions as such Partners would have been entitled to cash distributions if (i) such assets had been sold for cash by the Partnership for an amount equal to the fair market value of such assets (taking Code Section 770 1(g) into account), (ii) any taxable gain or loss that would be realized by the Partnership from such sale were allocated among the Partners in accordance with Subsection 7.2, and (iii) the cash proceeds were distributed to the Partners in accordance with Subsection 8.2. The Capital Accounts of the Partners shall be increased by the amount of any gain or decreased by the amount of any loss that would be allocable to them and shall be reduced by the fair market value of the assets distributed to them under the preceding sentence.

8.4 Rights of Partners to Property. Except as otherwise provided in this Agreement, no Partner shall be entitled to demand and receive property other than cash in return for his capital contributions to the Partnership and then only as specifically stated in this Agreement.

8.5 Priorities of Limited Partners. No Limited Partner shall have any priority over any other Limited Partner as to the return of his contributions to the capital of the Partnership or as to compensation by way of income.

SECTION 9

Certain Matters Relating to Management of the Partnership and Partnership Property

9.1 General Partner's Fees. The General Partner shall act in such capacity and oversee the management of the Partnership in accordance with sound management practices. Except as otherwise provided herein, the General Partner shall not receive any compensation for managing and supervising the business affairs of the Partnership.

9.2 Partnership Expenses. Except as otherwise provided herein or in agreements made by the Partnership with third persons, the Partnership shall be responsible for paying all direct costs and expenses of owning and Operating the Hospitals and the business of the Partnership, including, without limitation, debt service, the cost of utilities, supplies, insurance premiums, taxes, advertising expenses, bookkeeping and accounting directly related to the Hospitals, legal expenses, office supplies and all other fees, costs and expenses directly attributable to the ownership, operation, maintenance and repair of the Hospitals and the business of the Partnership. In the event any such costs and expenses are or have been paid by the Partnership, then the General Partner shall be entitled to be reimbursed for the payment of same made by the General Partner on behalf of the Partnership so long as the payment is reasonably necessary for Partnership business and is reasonable in amount.

9.3 Reimbursement of Organizational Expenditures. Notwithstanding any other provision of this Agreement to the contrary, the General Partner and its Affiliates shall be entitled to receive reimbursement of the reasonable organizational expenditures of the Partnership.

SECTION 10

Optional Loans to the Partnership

From time to time any Partner may, with the consent of the General Partner, make optional loans to the Partnership or advance money on its behalf. Such loans or advances shall bear interest at a floating per annum rate equal to the lesser of (a) 13% or (b) the maximum rate, if any, allowed by applicable law. The amount of any such loan or advance, and interest thereon, shall be deemed an obligation of the Partnership to the lending Partner, payable as provided herein. The Operating Deficit Loans provided for by Subsection 6.9 shall not be treated as loans for purposes of this Section 10.

SECTION 11

Transfers of Interest of Partners

11.1 General. Except as provided in this Section 11, the General Partner shall not Transfer any part of its interest in the Partnership, and no Limited Partner shall Transfer any part or all of his Partnership Interest(s), unless otherwise specifically permitted under other provisions of this Agreement, and then only if (i) a counterpart of the instrument of Transfer, executed and acknowledged by the parties thereto, is delivered to the Partnership and (ii) the transferee is either a citizen or resident of the United States. In addition, no Limited Partner shall be entitled to withdraw from the Partnership except as otherwise provided herein. A permitted Transfer shall be effective as of the date specified in the instrument relating thereto.

11.2 Transfers by Limited Partners. The prohibition on Transfers set forth in Subsection 11.1 above shall not be applicable to the following:

(a) The Transfer by a Limited Partner of all or a part of his Partnership Interest(s) to any person with the written consent of the General Partner, which consent may be given or withheld in the General Partner's sole and absolute discretion;

(b) The Transfer by the General Partner of its limited partnership interest, if any, at any time and from time to time, to such person or persons, in such amounts, as the General Partner may, in its sole discretion, determine;

11.3 Mandatory Transfer by Limited Partners.

(a) The Partnership will have the right to redeem the Partnership Interest(s) held by any Limited Partner if, in the sole discretion of the General Partner, there is enacted, or there is a material change in, any statutes or regulations, or the application or interpretation thereof, which may materially adversely impact any Limited Partner, the General Partner, or the organization or operation of the Partnership (any such event hereinafter referred to as a "Redemption Event"). Upon the occurrence of a Redemption Event, the General Partner may cause the redemption of the Partnership Interest(s) of a Limited Partner upon payment of the Purchase Price (as defined below). Any Partnership Interest redeemed by the Partnership under this Section 11.3(a) may be resold by the Partnership through any lawful means and the purchaser thereof admitted to the Partnership as a Limited Partner.

(b) Upon the occurrence of a Redemption Event, the Partnership must notify the Limited Partners in writing of its decision to acquire the Limited Partners' Partnership Interests. Such notice shall state: the intention of the Partnership to redeem the subject Limited Partners' Partnership Interest(s); that the Redemption is pursuant to this subsection; the date on which the closing of the Redemption shall take place (the "Closing Date"); the Purchase Price to be paid for the Partnership Interest(s); and the manner in which the Purchase Price will be paid (as provided below) and any documents which must be executed, delivered, or any other action which the General Partner or the Partnership will require of the Limited Partner in connection with the Redemption.

(c) For purposes of this Subsection, the term “Purchase Price” refers to an amount equal to the positive value of the capital account of the Limited Partner whose Partnership Interest is to be redeemed determined as of the first day of the second month preceding the Closing Date.

(d) On the Closing Date, the Partnership shall deliver the full amount of the Purchase Price to the subject Limited Partner in cash or other immediately available funds, and the subject Limited Partner shall deliver to the Partnership such executed documents of sale, transfer, redemption, withdrawal and assignment as may be deemed reasonably necessary or desirable by the General Partner to reflect the intentions of this subsection.

11.4 Transfers by General Partner. The General Partner may transfer or assign its general partnership interest in the Partnership with the affirmative Votes of a Majority in Interest. Subject to Subsection 6.3(b)(i) hereof, no assignment by the General Partner of its interest as a General Partner shall relieve such Partner of any liability hereunder. The General Partner may not withdraw as the General Partner of the Partnership unless said withdrawal occurs as a result of a permitted Transfer of the General Partner’s interest in the Partnership in accordance with the terms of this Agreement.

11.5 Rights of Transferees. No transferee of the Partnership Interest(s) of any Limited Partner shall have the right to become a Substituted Limited Partner, unless:

(a) his transferor has expressed such intention in the instrument of assignment;

(b) the transferee has executed an instrument reasonably satisfactory to the General Partner accepting, adopting and agreeing to be bound as a Limited Partner to all the terms and provisions of this Agreement;

(c) the transferor or transferee has paid all reasonable expenses of the Partnership in connection with the admission of the transferee as a Substituted Limited Partner; and

(d) the General Partner (in his sole, absolute and unfettered discretion) consents to such person becoming a Substituted Limited Partner.

11.6 Section 754 Election. In the event of a Transfer of all or part of the Partnership Interest(s) or interest(s) of a Partner in the Partnership, and at the request of the transferee, the Partnership may elect (in the General Partner’s sole and absolute discretion) pursuant to Section 754 of the Code, or the corresponding provision of subsequent law, to adjust the basis of the Partnership’s assets as provided by Sections 734 and 743 of the Code.

11.7 Profit/Loss Allocations Upon Transfer. Unless otherwise agreed between the transferor and the transferee and permitted under applicable law, upon the Transfer of all or any part of the Partnership Interest(s) or interest(s) of a Partner as hereinabove provided, the net profits, net losses, net gains and credits attributable to the Partnership Interest(s) or interest(s) so transferred shall be allocated between the transferor and the transferee as of the date set forth in the instrument of transfer, and such allocation shall be based upon the number of days during the applicable Fiscal Year of the Partnership that the Partnership Interest(s) or interest(s) so transferred was held by each of them, without regard to the results of Partnership activities during the period in which each was the holder. Distributions shall be made to the holder of record of the Partnership Interest(s) or interest(s) on the date of distribution.

11.8 Continuing Obligations. Except as otherwise provided to the contrary herein, nothing in this Section 11 shall be construed to relieve any Partner, or his successors, assigns, heirs or legal representatives, from the satisfaction of such Partner's obligations herein, including without limitation, those Limited Partner obligations under Section 5 hereof, and all such obligations shall survive any occurrence which results in such Partner ceasing to be a Partner.

SECTION 12

Dissolution and Winding Up

12.1 Events of Dissolution. The Partnership shall be dissolved and its business wound up upon the earliest to occur of:

(a) the General Partner, with the prior affirmative Votes of a Majority in Interest, determines that the Partnership should be dissolved;

(b) the Partnership becoming insolvent or bankrupt;

(c) the bankruptcy, dissolution or retirement of the last remaining General Partner; or

(d) the sale or other disposition of all or substantially all of the Partnership's assets.

For purposes of this Agreement, a "bankruptcy" of a person or entity shall be deemed to occur when such person or entity files a petition in bankruptcy, or voluntarily takes advantage of any bankruptcy or insolvency law, or is adjudicated a bankrupt, or if a petition or answer is filed proposing the adjudication of such person or entity as a bankrupt and such person or entity either consents to the filing thereof or such petition or answer is not discharged or denied prior to the expiration of sixty (60) days from the date of such filing. The insolvency of a person or entity shall be deemed to occur when the assets of such person or entity are insufficient to pay his or its liabilities as the same become due and payable and he or it shall so admit in writing.

12.2 Continuation of Partnership. Except as provided in Section 11, the General Partner agrees to serve as the general partner of the Partnership until the Partnership is dissolved and wound up. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to any, other than the last remaining, General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement by the remaining General Partner, if any. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to the last remaining General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement if, within ninety (90) days after such event, Limited Partners with not less than two-thirds (2/3rds) of the Votes of all Limited Partners shall elect in writing that the business of the Partnership should be continued and shall designate one or more persons to be substituted as general partner(s). In the event that the Limited Partners elect so to continue the Partnership with a new general partner(s), such new general partner(s) shall succeed to all of the powers, privileges and obligations (but not the rights to allocations and distributions) of the last remaining General Partner, and the interest in the Partnership of any person or entity no longer serving as a general partner shall become a limited partner's interest hereunder in the manner provided in Section 11 (except that for purposes of determining its rights to allocations and distributions under Sections 7 and 8, such interest shall continue to be treated as an interest of a general partner and such interest shall not be diluted or affected in any way, other than proportionately, by the admission of substituted general partner(s)).

12.3 Obligations Survive Dissolution. The dissolution of the Partnership shall not release or relieve any of the parties hereto of their contractual obligations under this Agreement.

12.4 Distributions Upon Dissolution. Upon any dissolution requiring the winding up of the business of the Partnership, all or part of the assets, as determined by the General Partner or such other person as is winding up the business of the Partnership, shall be sold and the proceeds thereof distributed and/or the remaining assets distributed as provided in Subsection 8.2 hereof.

SECTION 13

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SECTION 14

Accounting

14.1 Fiscal Year. The fiscal year of the Partnership ("Fiscal Year") shall be the calendar year.

14.2 Books, Records and Accounting Method. The General Partner shall keep, or cause to be kept, full and accurate records of all transactions of the Partnership in accordance with the principles and practices generally accepted for the accrual method of accounting; provided, however, if allowed by law, the Partnership may adopt the cash method of accounting at any time upon the determination to do so by the General Partner.

14.3 Location of Books and Records. All of the books and records of the Partnership shall be kept and maintained at the Property. Such books and records shall be available during reasonable business hours for the reasonable inspection and examination by the Limited Partners and their authorized representatives, which parties shall have the right, at their sole cost and expense, to make copies thereof.

14.4 Federal Tax Returns. The General Partner shall prepare, or cause to be prepared, at the expense of the Partnership, a Federal information tax return, in compliance with the Code, and any required state and local tax returns for the Partnership for each tax year of the Partnership, and, in connection therewith, shall make any available or necessary elections which he determines to be in the best interests of the Partnership.

14.5 Tax Matters Partner. The General Partner is hereby designated as the Tax Matters Partner within the meaning of Section 6231 (a)(7) of the Code, for all purposes of the Code, and shall be responsible for performing the duties of the Tax Matters Partner on behalf of the Partnership and the Partners. By execution of this Agreement, each of the Limited Partners specifically consents to such designation. Additionally, each Limited Partner specifically agrees that the General Partner shall have the exclusive and continuing right to appoint a different Tax Matters Partner.

SECTION 15

Reports and Statements

15.1 Tax Return Information. By the 31st day of March of each Fiscal Year of the Partnership, the General Partner, at the expense of the Partnership, shall cause to be delivered to the Limited Partners such information as shall be necessary (including a statement for that year of each Limited Partner's share of net income, net gains, net losses and other items of the Partnership for the preceding Fiscal Year) for the preparation by the Limited Partners of their Federal, state and local income and other tax returns.

15.2 Financial Statements. By the 31st day of May of each Fiscal Year of the Partnership, the General Partner shall cause to be delivered to each of the Limited Partners financial statements of the Partnership for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles (or applicable accounting principles if such statements are kept on a cash basis of accounting) and at the expense of the Partnership, which financial statements shall set forth, as of the end of and for such Fiscal Year, the following: (a) a profit and loss statement and a balance sheet of the Partnership; (b) the balance in the Capital Account of each Partner; and (c) such other information as, in the judgment of the General Partner, shall be reasonably necessary for the Partners to be advised of the financial status and results of operations of the Partnership.

15.3 Certificate of Limited Partnership/Amendments. There shall be no obligation on the part of the General Partner to send copies of the Certificate of Limited Partnership nor amendments thereto to the Limited Partners; provided, however, a Limited Partner may request in writing to be sent a copy of the Certificate of Limited Partnership and any amendment thereto, in which event the General Partner shall send such document(s) to the requesting Limited Partner within a reasonable period of time after such request.

SECTION 16

Bank Accounts

The General Partner shall open and maintain (in the name of the Partnership) a bank account or accounts in a bank, savings and loan association or other financial institution, the deposits of which are insured by an agency of the United States government or another insurer as the General Partner approves, in which shall be deposited all funds of the Partnership. Withdrawals from such account or accounts shall be made upon the signature or signatures of such person or persons as the General Partner shall designate. There shall be no commingling of the assets of the Partnership with the assets of any other entity or person; provided, however, that the operating revenues of the Partnership may be deposited in a central account in the name of any entity affiliated with the General Partner so long as separate entries are made on the books and records of the Partnership and on the books and records of such other entity reflecting that deposits in the bank account of such entity with respect to amounts received from the Partnership have been deposited therein for the account of the Partnership and that withdrawals from such bank account have been made for the purpose of disbursing funds to the Partnership or for the purpose of paying obligations of the Partnership.

SECTION 17

Power of Attorney

17.1 General. Each Limited Partner irrevocably constitutes and appoints the General Partner, with full power of substitution and resubstitution, as his true and lawful attorney-in-fact with full power and authority to act in his name, place and stead for his use or benefit, to execute, sign, acknowledge, swear to, deliver, file and record in the appropriate public offices as necessary the following documents:

(a) this Agreement and all amendments to, and restatements of, this Agreement;

(b) all instruments, including, without limitation, certificates of limited partnership, required in order to qualify the Partnership or cause the Partnership to exist as a limited partnership under the laws of the State;

(c) all instruments which may be required to effect the continuation of the Partnership, the admission or substitution of a limited partner, the admission of a general partner, or the dissolution and termination of the Partnership, provided such continuation, admission, substitution or dissolution and termination are in accordance with the terms of this Agreement;

(d) all consents to transfers or assignments of interests in the Partnership or to the withdrawal, redemption or reduction of any Partner's Partnership Interests in accordance with this Agreement; and

(e) all other instruments which the Partnership is required to file with any agency of the Federal government, or of any state or local government, or the filing of which the General Partner deems necessary or desirable to the conduct of the business of the Partnership.

17.2 A Special Power; Manner of Exercise; Survival. The power of attorney hereby granted by each Limited Partner to the General Partner:

(a) is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, incapacity, insolvency, dissolution or termination of the Limited Partner;

(b) may be exercised by the General Partner either by signing separately as attorney-in-fact for each Limited Partner, or, after listing all of the Limited Partners executing any instrument, by a single signature of the General Partner acting as attorney-in-fact for all of them; and

(c) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his Partnership Interest(s) (except that, where the assignee thereof has been approved by the General Partner for admission to the Partnership as a Substituted Limited Partner, this power of attorney given by the assignor shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, swear to and file any instrument necessary to effect such substitution).

17.3 Limitations. No document or amendment executed by the General Partner pursuant to this Section 17 shall, in the absence of the prior consent of all of the Limited Partners, (i) reduce the obligation of the General Partner; (ii) affect the rights or restrictions regarding the assignability of the Partnership Interest(s) or interests; (iii) modify the length of the term of the Partnership; (iv) amend this Section 17; or (v) reduce the rights or interests or enlarge the obligations of the Limited Partners. The General Partner shall promptly notify the Limited Partners of any documents or amendments executed pursuant to this Section 17.

SECTION 18

Notices

Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing, signed by or on behalf of the person giving the notice, and shall be deemed to have been given on the earlier to occur of (i) actual delivery (which includes, without limitation, facsimile delivery, provided such facsimile delivery is promptly followed by written notice of receipt) or (ii) when mailed by certified mail, postage prepaid, return receipt requested, addressed to the person or persons to whom such notice is to be given as follows (or at such other address as shall be stated in a notice similarly given):

(a) if to the Partnership or the General Partner, such notice shall be addressed to the Partnership or the General Partner in care of Universal Health Services, Inc., Universal Corporate Property, 367 South Gulph Road, King of Prussia, PA 19406, Attention: Senior Vice President - Acute Care Operations. A copy of such notice shall be given to Universal Health Services, Inc., Universal Corporate Center, 367 South Gulph Road, King of Prussia, PA 19406, Attention: General Counsel; and

(b) if to the Limited Partners, such notice shall be given to each of the Limited Partners at their respective addresses stated on Exhibit A attached hereto.

SECTION 19

Certain Defined Terms

19.1 General. As used in this Agreement, the following terms have the following respective meanings:

(a) "Act": The Revised Uniform Limited Partnership Act of the State.

(b) "Affiliate": Any subsidiary or commonly owned company related to the General Partner or any of such subsidiary's shareholders or members of the immediate family, if an individual; any person, firm or entity which, directly or indirectly, controls, is controlled by or is under common control with the General Partner, or any member of the General Partner's or any of its member's immediate families; or any person, firm or entity which is associated with the General Partner, or any member of the General Partner's or its members' immediate families in a joint venture, partnership or other form of business association. For purposes of this definition, the term "control" shall mean the ownership often percent (10%) or more of the beneficial interest in the firm or entity referred to, and the term "immediate family" shall mean the spouse, ancestors, lineal descendants, brothers and sisters of the person in question, including those adopted.

(c) "Aggregate Capital Contributions": All contributions made to the capital of the Partnership by the Partners pursuant to Section 5 hereof.

(d) "Capital Account": The account established for each Partner, as defined and adjusted in accordance with Subsection 5.2 hereof.

(e) "Capital Contributions": The amount of money or other properties that the Partners have contributed, have agreed to contribute, or are obligated under the provisions of this Agreement to contribute to the capital of the Partnership from time to time.

(f) "Capital Investment": With respect to each Partner, at any given time, an amount equal to the excess, if any, of (i) the cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the Partner (or, with respect to an additional or Substituted Limited Partner, the amount of cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the transferor Partner as well as the additional or Substituted Limited Partner) to the Partnership pursuant to Subsection 5.1, over (ii) all amounts distributed or distributable to the Partner (or, with respect to an additional or Substituted Limited Partner, the amounts distributed or distributable to the transferor Partner as well as the additional or Substituted Limited Partner) pursuant to Subsection 8.2 (other than in repayment of loans), but in no event less than zero.

(g) "Cash Flow": The excess of cash revenue from Partnership operations over cash disbursements (which disbursements shall include, without limitation, all fees paid pursuant to the terms of the Property Management Agreement), without deduction for depreciation, cost recovery or amortization and reduced by a reasonable allowance for cash reserves for repairs, replacements, contingencies and anticipated obligations (including debt service, capital improvements and replacements), as determined by the General Partner, in its sole discretion. For this purpose, revenue from Partnership operations shall not include: deposits until the same are forfeited by the persons making such deposits, insurance loss proceeds (except for any proceeds of rent interruption insurance), any award or payment made by any governmental authority in connection with the exercise of any right of eminent domain, condemnation or similar right or power.

(h) "Code": The Internal Revenue Code of 1986, as amended to the effective date of this Agreement.

(i) "Fiscal Year": The calendar year.

(j) "General Partner": HHC Kingwood Investment, LLC, a limited liability company incorporated under the laws of the State, and its successors.

(1) "Limited Partners": Kingwood Pines Hospital, LLC, and any substitute or additional partners. References to "Limited Partner" shall be to any one of the Limited Partners.

(m) "Majority in Interest": As to any matter upon which Limited Partners may vote hereunder, the affirmative vote of more than fifty percent (50%) of the total Votes.

(n) "Nonrecourse Deductions": The meaning set forth in Section 1 .704-2(b)(1) of the Treasury Regulations. The amount of Nonrecourse Deductions for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Treasury Regulations.

(o) "Nonrecourse Liability": The meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(p) "Partner Minimum Gain": An amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section I .704-2(i)(3) of the Treasury Regulations.

(q) "Partner Nonrecourse Debt": The meaning set forth in Section 1 .704-2(i)(1) of the Treasury Regulations.

(r) "Partner Nonrecourse Deductions": The meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Treasury Regulations.

(s) "Partners": Collectively, the General Partner and the then existing Limited Partners of the Partnership.

(t) "Partnership": SHC-KPH, LP, a limited partnership formed under the laws of the State.

(v) "Partnership Interest": The total interest (represented as a percentage) in the capital and profits of the Partnership acquired by a Partner. The initial Partnership Interest 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 the State.

SECTION 23

Counterparts

This Agreement may be executed in several counterparts, and all such counterparts, so executed, taken together shall constitute one agreement, binding on all the parties who execute this or any other counterpart hereof, notwithstanding that all the parties are not signatories to the original or the same counterpart.

SECTION 24

Miscellaneous

24.1 Copies of Documents. Upon the request of any Limited Partner, the General Partner shall deliver to such Limited Partner a conformed copy of this Agreement.

24.2 Severability. Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder hereof.

24.3 Captions. Section, subsection, paragraph and subparagraph captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or extend or describe the scope of this Agreement or the intent of any provision hereof.

24.4 Person and Gender. The masculine gender shall include the feminine and neuter genders, the singular shall include the plural and the word “person” shall include a corporation, trust, estate, partnership or other form of association or entity.

IN WITNESS WHEREOF, the parties hereto have subscribed and sworn to this Agreement of Limited Partnership as of the day and year first above written.

GENERAL PARTNER:
HHC Kingwood Investment, LLC

By: Horizon Health Hospital Services, LLC
Its Sole Member

By: Horizon Health Corporation
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

LIMITED PARTNER:
Kingwood Pines Hospital, LLC

By: Horizon Health Hospital Services, LLC
Its Sole Member

By: Horizon Health Corporation
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

SCHEDULE A

CAPITAL CONTRIBUTION

	Consideration	Ownership
GENERAL PARTNER	$ 1.00	.1%
LIMITED PARTNER	$ 99.00	99.9%

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Exhibit 3.224

CHARTER

OF

SOUTHEASTERN HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Tennessee Business Corporation Act, as amended hereby adopts the following charter for such corporation:

ARTICLE ONE

The name of the Corporation is Southeastern Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The corporation is for profit.

ARTICLE FOUR

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Tennessee Business Corporation Act (the "Tennessee Code").

ARTICLE FIVE

The aggregate number of shares which the Corporation shall have authority to issue is Ten Thousand (10,000) shares of $.01 par value per share common stock.

ARTICLE SIX

The street address of its initial registered office is 414 Union Street, Suite 1600, Nashville, Davidson County, Tennessee 37219 and the name of its initial registered agent at such address is John E. Gillmor.

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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.

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

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or officer of another corporation or of a partnership, joint (illegible) trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), 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 indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee'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 indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee 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 indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, 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 indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee 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 indemnitee 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 indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to 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

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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.

ARTICLE TWELVE

The following actions shall require the affirmative votes of the holders of at least 60% of the shares of common stock of the Corporation: approval of the sale of substantially all of the assets of the Corporation; approval of a plan of merger to which the Corporation is a party; amendment of the bylaws of the Corporation.

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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 22nd day of June, 1995.

/s/ John E. Gillmor

John E: Gillmor, Incorporator
414 Union Street
Suite 1600
Nashville, TN 37219

BYLAWS OF

SOUTHEASTERN HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Nashville, State of Tennessee.

Section 1.2 Other Offices. 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 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and

outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of 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 thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the

corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Tennessee or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors

need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present. Notwithstanding the foregoing provisions of this Section 3.10, the following actions shall require the affirmative vote of at least 80% of the entire board of directors: any proposal to sell, lease or otherwise alienate substantially all of the assets of the corporation; any proposal that the corporation enter into a merger; any proposal that the corporation incur indebtedness in excess of $200,000 or modify any line of credit to an amount in excess of $200,000; amendment of the bylaws.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, 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 of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee. Notwithstanding the foregoing, no such committee shall have the power to take any action requiring approval by a super majority of the board of directors as outlined in Section 3.10 above.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such

other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Act (the "Tennessee Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such

shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing 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 the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 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 shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation

available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. 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 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Florida, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. 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, 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 for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") 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 was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust of other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, 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 attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee'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 indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section 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 indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, 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 indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 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 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to 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 shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because 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 shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of 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 to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise 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.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 22nd day of June, 1995.

FILED
2006 JUL 13 AM 9:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION
FOR
SP BEHAVIORAL, LLC

ARTICLE I
Name.

The name of the limited liability company is SP Behavioral, LLC (the "Company").

ARTICLE II
Address.

The mailing address and street address of the principal office of the Company is SP 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: _____
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

1224618.2

PREMIER BEHAVIORAL SOLUTION, INC.,
sole member

By: Chris Howard, Vice President & Secretary

Exhibit 3.227

SP BEHAVIORAL, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by Ramsay Managed Care, LLC., a Delaware limited liability company and the sole member (the "Managing Member") of SP BEHAVIORAL, LLC, a Florida 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 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 July 13, 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 "SP BEHAVIORAL, 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.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Ramsay Managed Care, LLC

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

APR 6 1979

[illegible] SECRETARY OF STATE

No. 1886-79

Filing Fee: $50.00
By: David Brandsness
4448 Euclid Ave.
Las Vegas, Nevada 89121

ARTICLES OF INCORPORATION

OF

HEALTH MANAGEMENT ASSOCIATES, INC.

The undersigned natural persons acting as incorporators of a corporation (the "Corporation") under the provisions of Chapter 78 of the Nevada Revised Statutes, adopt the following Articles of Incorporation:

ARTICLE 1

NAME

The name of the Corporation is:

HEALTH MANAGEMENT ASSOCIATES, INC.

ARTICLE 2

PERIOD OF DURATION

The period of duration of the Corporation is perpetual.

ARTICLE 3

PURPOSE

The purpose for which the corporation is organized is to engage in any lawful activity.

ARTICLE 4

AUTHORIZED SHARES AND ASSESSMENT OF SHARES

Section 4.01 Authorized Shares. The aggregate number of shares that the Corporation shall have authority to issue is 2,500 shares of Capital Stock without par value.

Section 4.02 Assessment of Shares. The Capital Stock of the Corporation, after the amount of the subscription price has been paid, shall not be subject to pay the debts of the Corporation, and no Capital Stock issued as fully paid up shall ever be assessable or assessed.

ARTICLE 5

PRINCIPAL OFFICE AND INITIAL RESIDENT AGENT

Section 5.01 Principal Office. The address of the principal office of the Corporation is 4448 Euclid Avenue, Las Vegas, Nevada 89121.

Section 5.02 Initial Resident Agent. The name and address of the initial resident agent of the corporation is David R. Brandsness, 4448 Euclid Avenue, Las Vegas, Nevada 89121.

ARTICLE 6

DATA RESPECTING DIRECTORS

Section 6.01 Style of Governing Board. The members of the governing board of the Corporation shall be styled Directors.

Section 6.02 Initial Board of Directors. The initial Board of Directors shall consist of three (3) members, who need not be residents of the State of Nevada or shareholders of the Corporation.

Section 6.03 Names and Addresses. The names and post office addresses of the persons who are to serve as Directors until the first annual meeting of the shareholders, or until their successors shall have been elected and qualified, follow:

Names	Post Office Addresses
Wilhelm J. Sthultz	3641 Barcelona Avenue Las Vegas, Nevada 89121
Ernest J. Libman	2566 Love Street Las Vegas, Nevada 89109
P. Michael McAllister	7435 Rogers Street Las Vegas, Nevada 89118

Section 6.04 Increase or Decrease of Directors. The number of Directors of the Corporation may be increased or decreased from time to time as shall be provided in the Code of By-laws of the Corporation.

ARTICLE 7

DATA RESPECTING INCORPORATORS

The name[illegible] post office addresses of the incorporators of the Corporation follow:

Name	Post Office Address
Wilhelm J. Sthultz	3641 Barcelona Avenue Las Vegas, Nevada 89121
Ernest J. Libman	2566 Love Street Las Vegas, Nevada 89109
P. Michael McAllister	7435 Rogers Street Las Vegas, Nevada 89118

EXECUTED this 4th day of April, 1979.

WILHELM J. STHULTZ

ERNEST J. LIBMAN

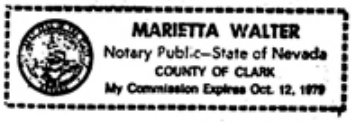
P. MICHAEL MCALLISTER

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, the undersigned, a Notary Public duly commissioned to take acknowledgments and administer oaths in the State of Nevada, do hereby certify that on this day, personally appeared before me Wilhelm J. Sthultz, Ernest J. Libman and P. Michael McAllister, who, being by me first duly sworn, declare that they are the incorporators referred to in Article 7 of the foregoing Articles of Incorporation, and that they signed these Articles of Incorporation, and that the statements contained therein are true.

WITNESS my hand and Notarial Seal this 4 day of April, 1979.

Marietta Walter
NOTARY PUBLIC



FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

JUN 1 1987

RAMON SUE DEL PAPA SECRETARY OF STATE

1886-79

AGREEMENT OF MERGER
BETWEEN
UNIVERSAL HEALTH SERVICES OF SPARKS, INC.
AND
HEALTH MANAGEMENT ASSOCIATES, INC.

Universal Health Services of Sparks, Inc., a corporation organized and existing under the laws of Nevada,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 10th day of June, 1980, pursuant to the laws of the state of Nevada.

SECOND: That this corporation owns all of the outstanding shares of the stock of Health Management Associates, Inc., a corporation incorporated on the 25th day of April, 1979, pursuant to the laws of the state of Nevada.

THIRD: That the directors of Universal Health Services of Sparks, Inc. by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members, filed with the minutes of the board on the 23rd day of February, 1987, determined to merge itself into said Health Management Associates, Inc.

RESOLVED, that Universal Health Services of Sparks, Inc., merge, and it hereby does merge itself into said

Health Management Associates, Inc. which assumes all of the obligations of Universal Health Services of Sparks, Inc.

FURTHER RESOLVED, that the merger shall be effective upon filing with the Secretary of State of Nevada.

FURTHER RESOLVED, that the terms and conditions of the merger are as follows:

(1) Until altered, amended or repealed, as therein provided, the bylaws of Health Management Associates, Inc., as in effect on the date of filing this Certificate of Ownership and Merger, shall be the bylaws of the surviving.

(2) The Directors and Officers of the surviving corporation on the effective date of this merger, shall continue to be the Directors and Officers of the surviving corporation.

(3) The Certificate of Incorporation of Health Management Associates, Inc. as heretofore amended and as in effect on the date of the merger provided for in the Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

(4) The manner of converting the outstanding shares of capital stock of each of the constituent corporations into

the shares on other securities of the surviving corporation shall be as follows:

(a) Each share of common stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

(b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of this Agreement, and all rights in respect thereof shall forthwith be surrendered for cancellation.

FURTHER RESOLVED, that the proposed merger shall be submitted to the stockholders of Universal Health Services of Sparks, Inc. and shall be approved by resolutions, duly adopted by unanimous written consent, of such stockholders

FURTHER RESOLVED, that the proper officers of this corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge itself into said Health Management Associates, Inc., and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and to do all acts and things whatsoever, whether within or without the state of Nevada,

which may be in anywise necessary or proper to effect said merger.

FOURTH: That the merger has been approved by the holders of a majority of the stock of Universal Health Services of Sparks, Inc., by resolutions, duly adopted by the unanimous written consent of such holders of stock, filed with the minutes of the corporation.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding this merger may be terminated and abandoned by the Board of Directors of Universal Health Services of Sparks, Inc. at any time prior to the date of filing the merger with the Secretary of State

IN WITNESS WHEREOF, said Health Management Associates, Inc. has caused this certificate to be signed by Sidney Miller, its Vice President, and by Robert M. Dubbs, its Secretary, this 23rd day of May, 1987

SIDNEY MILLER, VICE PRESIDENT

ROBERT M. DUBBS, SECRETARY

STATE OF Pa)
) ss:
COUNTY OF Montgomery)

On May 19, 1987 personally appeared before me, a Notary Public Sidney Miller & Robert Dutts, who acknowledged that he executed the above instrument.

Eleanor T. Bicer
Notary Public

(SEAL)

ELEANOR T. BICER, Notary Public
Upper Merion Twp., Montgomery Co.
My Commission Expires Oct. 24, 1989

CERTIFICATE OF OWNERSHIP

MERGING

UNIVERSAL HEALTH SERVICES OF SPARKS, INC.
(A NEVADA CORPORATION) #3277-80

INTO

HEALTH MANAGEMENT ASSOCIATES, INC.
(A NEVADA CORPORATION)

FILED AT THE REQUEST OF:

UNIVERSAL HEALTH SERVICES, INC.
367 SO. GULPH ROAD
KING OF PRUSSIA, PA. 19406

FILING DATE: 6-1-87
FILING FEE: $ 50.00
FILE #1886-79

FILED
IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF NEVADA

FEB 01 1988

1886-79

FILING FEE: $50.00
BY: UHS

(Amendment by written consent of the stockholders holding at least a majority of the voting power)

SHERRIE L. HEDRICK
367 SOUTH GULPH RD.
KING OF PRUSSIA, PA.
19406

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

Health Management Associates, Inc., a corporation organized under the laws of the State of Nevada, by its ~~president~~ vice-president) and secretary ~~(or~~ ~~assistant secretary)~~ does hereby certify:

1. That the board of directors of said corporation by a unanimous written consent dated the ~~consented to and approved the following~~ 12th day of January, 19 88, passed a resolution declaring that the following change and amendment in the articles of incorporation is advisable.

RESOLVED that article 1 of said articles of incorporation be amended to read as follows: "The name of the corporation is: Sparks Family Hospital, Inc."

2. That the number of shares of the corporation outstanding and entitled to vote on an amendment to the articles of incorporation is 1850; 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.

(*A greater proportion may be required by the articles. If the amendment changes any preference or any relative or other right given to any class or series of outstanding stock then the amendment must also be approved by the written consent of each class or series so affected by the amendment. Different series of the same class are not considered different classes for the purpose of voting by classes except when any such series is adversely affected in a manner different from that in which other series of the same class are affected.)

(In case the authorized capital stock is decreased by the amendment, add: "3. The capital of the corporation will not be decreased under or by reason of this amendment.")

IN WITNESS WHEREOF, the said Health Management Associates, Inc. has caused this certificate to be signed by its ~~president (or~~ vice-president) and its secretary ~~(or assistant secretary)~~ and its corporate seal to be hereto affixed this 25th day of February, 19 88.

Health Management Associates, Inc.

By _____
~~President (or~~ Vice-President)

* Sidney Miller

By _____
Secretary ~~(or assistant secretary)~~

* Robert M. Dubbs

(SEAL)

*(Names must be typed under signatures)

STATE OF Pennsylvania)
) ss:
COUNTY OF Montgomery)

On February 25, 1988 (date) personally appeared before me, a Notary Public, Sidney Miller and Robert M. Dubbs, who acknowledged that they executed the above instrument.

_____
(Notary Public)

(SEAL)

Commission Expires May 27, 1991

(REV. - 1120)

BY-LAWS

OF

SPARKS FAMILY HOSPITAL, 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 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 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, Sparks Family Hospital, 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 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.

Exhibit 3.230

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:14 PM 12/18/2006
FILED 04:15 PM 12/18/2006
SRV 061158807 - 4270299 FILE

CERTIFICATE OF INCORPORATION

OF

SPRINGFIELD HOSPITAL, INC.

The undersigned person, in order to form a corporation under the General Corporation Law of the State of Delaware (the "General Corporation Law"), adopts the following Certificate of Incorporation for such corporation.

ARTICLE I

NAME

The name of the corporation is Springfield Hospital, Inc. (the "Corporation").

ARTICLE II

REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, County of Kent, Delaware 19904. The name of the registered agent of the Corporation in the State of Delaware at the registered office is National Registered Agents, Inc.

ARTICLE III

PURPOSES

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

ARTICLE IV

CAPITALIZATION

The Corporation shall have authority, acting by its Board of Directors, to issue one thousand (1,000) shares of common stock, all of such shares having a par value of $.01 per share, and such shares being entitled to one (1) vote per share on any matter on which stockholders of the Corporation are entitled to vote.

ARTICLE V

INCORPORATOR

The name of the incorporator of the Corporation is John J. Faldetta, Jr. and his address is 511 Union Street, Suite 2700, Nashville, County of Davidson, Tennessee 37219.

ARTICLE VI

LIMITATION ON PERSONAL LIABILITY OF DIRECTORS

The personal liability of all of the directors of the Corporation is hereby eliminated to the fullest extent allowed as provided by the General Corporation Law, as the same may be supplemented and amended.

ARTICLE VII

INDEMNIFICATION

The Corporation shall, to the fullest extent legally permissible under the provisions of the General Corporation Law, as the same may be amended and supplemented, indemnify and hold harmless any and all persons whom it shall have power to indemnify under said provisions from and against any and all liabilities (including expenses) imposed upon or reasonably incurred by him or her in connection with any action, suit or other proceeding in which he or she may be involved or with which he or she may be threatened, or other matters referred to in or covered by said provisions both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer of the Corporation. Such indemnification provided shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw of the Corporation, agreement or resolution adopted by the stockholders entitled to vote thereon after notice.

ARTICLE VIII

AMENDMENTS

The Board of Directors reserves the right from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereinafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE IX

PREEMPTIVE RIGHTS

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

ARTICLE X

PERPETUAL EXISTENCE

The period of existence of the Corporation shall be perpetual.

Dated on this 15th day of December, 2006.

/s/ John J. Faldetta, Jr.
John J. Faldetta, Jr.
Incorporator

1295477.1

Exhibit 3.231

AMENDED AND RESTATED

B Y L A W S

OF

SPRINGFIELD HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

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

Section 2. Offices. The registered office of the Corporation shall be in the State of Delaware. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Delaware as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Delaware nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Delaware as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

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

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

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

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

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

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Delaware, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.232

CERTIFICATE OF INCORPORATION
OF
STONINGTON BEHAVIORAL HEALTH, INC.

1. The name of the corporation is: Stonington Behavioral Health, 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:

   Robert Zurad, Sole Incorporator
   2245 Warner Road
   Lansdale, PA 19446

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 4th day of February, 2004.

Robert Zurad, Sole Incorporator

Exhibit 3.233

AMENDED AND RESTATED

B Y L A W S

OF

STONINGTON BEHAVIORAL HEALTH, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Stonington Behavioral Health, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Delaware. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Delaware as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Delaware nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Delaware as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

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

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

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

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

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

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Delaware, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Mail to: PO Box 308 Trenton, NJ 08625

Overnight to: 225 West State St. 3rd Floor Trenton, NJ 08608-1001

STATE OF NEW JERSEY
DIVISION OF REVENUE

DP

PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

FILED

MAR 31 2004

State Treasurer

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and [illegible] to remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to include [illegible] to the public record.

1. Business Name:
PSI Summit Hospital, Inc.

2. Type of Business Entity: D P
(See Instructions for Codes, Page 21, Item 2)

3. Business Purpose:
(See Instructions, Page 22, Item 3)

4. Stock (Domestic Corporations Only - Total Shares):
One Thousand (1,000) Common Shares

5. Duration (If Indefinite or Perpetual, Leave Blank):

6. State of Formation/Incorporation (Foreign Entities Only):

7. Date of Formation/Incorporation (Foreign Entities Only):

8. Contact Information:
Registered Agent Name: National Registered Agents, Inc. of NJ

Registered Office
(Must be a New Jersey address with street address)
Street 51 Everett Drive, Suite 107B, P. O. Box 927
City West Windsor, NJ Zip 08550-0927

Main Business or Principal Business Address
Street 113 Seaboard Lane, Suite C-100
City Franklin State TN Zip 37067

9. Management (Domestic Corporations and Limited Partnerships Only)
- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

Name	Street Address	City	State	Zip
Joey A. Jacobs	113 Seaboard Lane, Suite C-100	Franklin	TN	37067-2858
Steven T. Davidson	113 Seaboard Lane, Suite C-100	Franklin	TN	37067-2858

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. Incorporators (Domestic Corporations Only, minimum of 1)

Name	Street Address	City	State	Zip
Greg Giffen	315 Deaderick St., Suite 1800	Nashville	TN	37238-1800

0100923422

** Signature(s) for the Public Record (See instructions for information on Signature Requirements)

Signature	Name	Title	Date
[signature]	Greg Giffen	Incorporator	March 30, 2004

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CGN.

New Jersey Division of Revenue

FILED
MAR 31 2006
STATE TREASURER

Certificate of Amendment to the Certificate of Incorporation
(For Use by Domestic Profit Corporations)

Pursuant to the provisions of Section 14A:9-2 (4) and Section 14A:9-4 (3), Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

1. The name of the corporation is:
PSI Summit Hospital, Inc.

2. The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on the 28th day of February , 2006

Resolved, that Article 1 of the Certificate of Incorporation be amended to read as follows:
The name of the corporation is Summit Oaks Hospital, Inc.

3. The number of shares outstanding at the time of the adoption of the amendment was: 1,000
The total number of shares entitled to vote thereon was: 1,000

If the shares of any class or series of shares are entitled to vote thereon as a class, set forth below the designation and number of outstanding shares entitled to vote thereon of each such class or series. (Omit if not applicable).

4. The number of shares voting for and against such amendment is as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the amendment, respectively).

Number of Shares Voting for Amendment	Number of Shares Voting Against Amendment
1,000	0

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, set forth a statement of the manner in which the same shall be effected. (Omit if not applicable).

6. Other provisions: (Omit if not applicable).
This Certificate of Amendment to the Certificate of Incorporation of PSI Summit Hospital, Inc. shall be effective on March 31, 2006.

BY: Christopher J. Howard, Vice President
(Signature)

Dated this 15th day of March , 2006

May be executed by the Chairman of the Board, or the President, or a Vice President of the Corporation.

S1679919
J3162677

0100923422

Exhibit 3.235

AMENDED AND RESTATED

B Y L A W S

OF

SUMMIT OAKS HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Summit Oaks Hospital, 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.

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 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

[ILLEGIBLE]

Exhibit 3.236

CERTIFICATE OF FORMATION
OF
SUNSTONE BEHAVIORAL HEALTH, 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

SUNSTONE BEHAVIORAL HEALTH, LLC

/s/ John J. Faldetta Jr.
John J. Faldetta Jr., Authorized Person

1147478.4

Exhibit 3.237

SUNSTONE BEHAVIORAL HEALTH, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by Horizon Health Corporation, a Delaware corporation and the sole member (the "Manager Member") of SUNSTONE BEHAVIORAL HEALTH, 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 May 21, 1999. 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 "SUNSTONE BEHAVIORAL HEALTH, LLC". The LLC may do business under that name and under any other name or names as selected by the Member.

2.3. Purpose. The LLC is organized to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and shall possess and may exercise all the powers and privileges granted by the Act, by law or by this Agreement, together with any powers incidental to the conduct, promotion and attainment of the business purpose or activities of the LLC, so far as such powers are necessary or convenient.

2.4. Term. The term of the LLC began upon the acceptance of the Certificate by the office of the Secretary of State of the State and shall continue in existence perpetually unless terminated pursuant to the terms of this Agreement.

2.5. Registered Agent; Registered Office. The registered agent of the LLC for service of process in the State shall be CT Corporation System located at 800 S. Gay Street, Suite 2021, Knoxville, TN 37929.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Horizon Health Corporation
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Sunstone Behavioral Health, LLC

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:42 PM 06/13/2006
FILED 07:42 PM 06/13/2006
SRV 060571998 - 4175077 FILE

CERTIFICATE OF FORMATION
OF
TBD ACQUISITION, LLC

The undersigned authorized person, desiring to form a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act, 6 Delaware Code, Chapter 18, does hereby certify as follows:

I.

The name of the limited liability company (the "LLC") is TBD Acquisition, LLC.

II.

The address of the registered office of the LLC in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, County of Kent, Delaware 19904. The name of the LLC's registered agent for service of process in the State of Delaware at such address is National Registered Agents, Inc.

III.

This Certificate of Formation shall be effective upon filing of the Certificate in the Office of the Secretary of State of the State of Delaware.

IV.

The principle address of the LLC is 840 Crescent Centre Drive, Suite 460, Franklin, Tennessee 37067.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of TBD Acquisition, LLC on this the 13th day of June, 2006.

By: E. Brent Hill

E. Brent Hill, Esq.
Authorized Person

1216606.2

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:45 PM 10/10/2007
FILED 11:52 AM 10/10/2007
SRV 071100593 - 4175077 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: TBD Acquisition, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1st day of October, A.D. 2007.

By: Samantha Jones
Authorized Person(s)

Name: Samantha Jones
Print or Type

TBD ACQUISITION, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of TBD Acquisition, LLC, a Delaware limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Psychiatric Solutions Hospitals, LLC, the Company's sole member (the "Member").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended.

ARTICLE I. ORGANIZATION OF THE COMPANY

A. Formation and Name. The Member has established a limited liability company pursuant to the Delaware Limited Liability Company Law, Title 6, Chapter 18 of the Delaware Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "TBD Acquisition, LLC" or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Delaware Secretary of State on June 13, 2006.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Psychiatric Solutions Hospitals, LLC is the sole Member of the Company. The Member's membership interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Delaware as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Delaware without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

PSYCHIATRIC SOLUTIONS HOSPITALS, LLC

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

TBD ACQUISITION, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:49 PM 04/28/2006
FILED 04:49 PM 04/28/2006
SRV 060399174 - 4150752 FILE

CERTIFICATE OF FORMATION
OF
TBJ BEHAVIORAL 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 TBJ Behavioral 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 TBJ Behavioral Center, LLC on this the 28th day of April, 2006.

By: E. Brent Hill

E. Brent Hill, Esq.
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:45 PM 10/10/2007
FILED 11:54 AM 10/10/2007
SRV 071100599 - 4150752 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: TBJ Behavioral 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

TBJ BEHAVIORAL CENTER, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of TBJ Behavioral 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 "TBJ Behavioral 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

TBJ BEHAVIORAL CENTER, LLC

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

Exhibit 3.242

6411 . 1896

ARTICLES OF ORGANIZATION
OF
TENNESSEE CLINICAL SCHOOLS, LLC

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the limited liability company is **TENNESSEE CLINICAL SCHOOL, LLC** (the "LLC").
2. The name and complete address of the LLC's initial registered agent and office located in the state of Tennessee is:

   CT Corporation System
   800 South Gay Street, Suite 2021
   Knoxville, TN 37929
   Knox County

3. The LLC will be member-managed.
4. The effective date of these Articles of Organization shall be December 31, 2008.
5. The address of the LLC's principal executive office is:

   3401 West End Avenue, Suite 400
   Nashville, TN 37203
   Davidson County

6. The period of duration for the LLC shall be perpetual.

[SIGNATURE APPEARS ON NEXT PAGE]

[ILLEGIBLE]

Signed: December [ILLEGIBLE], 2008.

TENNESSEE CLINICAL SCHOOLS, LLC,
a Tennessee limited liability company

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[ILLEGIBLE]

TENNESSEE CLINICAL SCHOOLS, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Tennessee Clinical Schools, LLC, a Tennessee limited liability company (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and 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 Tennessee Limited Liability Company Law, Title 48 of the Tennessee Code, as amended from time to time (the "LLC Law"), and pursuant to the terms and conditions of this Agreement. The Company shall operate under the name "Tennessee Clinical Schools, LLC," or any other name as approved from time to time by the Member. The Member has caused the Certificate of Organization to be filed with the Tennessee Secretary of State on July 10, 1997.

B. Purposes and Powers. The Company shall operate health care facilities for the purposes of providing behavioral health services; however, the Company shall have the power to engage in and do any and all businesses, acts, and activities for which limited liability companies may be organized under the LLC Law, upon the approval of the Member.

C. Term and Existence. The term of the Company's existence shall be perpetual, unless the Company shall be dissolved in the manner set forth in this Agreement.

D. Defined Terms. All capitalized terms used in this Agreement shall have the definitions ascribed to them in the text of this Agreement.

E. Places of Business. The principal places of business of the Company shall be such locations as the Members may determine.

F. Principal Office. The principal office of the Company shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other such locations as may be determined by the Member.

G. Membership.

1. As used in this Agreement, the term "Member" means an entity who has been admitted to the Company as a Member and who has not ceased to be a Member at the relevant time of determination. On the date hereof, Tennessee Clinical Schools, LLC is the sole Member of the Company. The Member's membership interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law. No other entity or person may be admitted as a Member without the prior written consent of the Member.

2. If a new operating agreement or an amendment and restatement of this Agreement is not executed by the Members in connection with the admission of the first additional Member, this Agreement shall terminate upon the date the first additional Member is admitted.

3. The Member's membership interest in the Company is equal to one hundred percent (100%). The Member's membership interest shall not be represented by certificates.

H. Books and Records. Proper and complete records and books of account shall be kept at the principal office of the Company, or such other location as the Member shall determine, and shall be open during regular business hours for inspection and copying by the Member. The books of account shall be maintained on the accrual method in accordance with federal income tax method of accounting.

ARTICLE II. FINANCIAL AND TAX MATTERS

A. Capital Contributions. The Member has made a capital contribution upon admission as a Member of the Company. The Member's capital account balance as of the date of this Agreement is as set forth on Exhibit "A." The Member may, but is not required, to make any additional capital contributions to the Company as it may deem necessary or desirable. Without limiting the generality of the foregoing, the Member shall not be required to restore a negative balance in its capital account. The Member shall not receive interest on any capital contribution. The Company shall keep a record of the capital contributions made by the Member.

B. Advances by the Member. The Member may agree to loan funds or to guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

C. Distributions.

1. Distributions to Member. Except as otherwise provided in Article VI, distributions shall be made to the Member at such times and in such amounts determined by the Member and as permitted by applicable law.

2. No Distribution Upon Dissociation. Unless otherwise determined by the Member, no distributions will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire membership interest in accordance with the provisions of the LLC Law and this Agreement.

ARTICLE III. MANAGEMENT OF THE COMPANY

A. Management. Except as otherwise explicitly provided in the LLC Law, by this Agreement, or by other applicable law, the business and affairs of the Company shall be vested in the Member. The Member shall have full and complete authority, power and discretion to manage, control, operate and conduct the business, affairs and properties of the Company and to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management or operation of the Company's business.

B. Voting. Any business or other action of the Member may be taken without a meeting, and any written consent or approval signed by the Member shall have the same force and effect as a vote taken at a meeting duly convened.

ARTICLE IV. BOARD OF GOVERNORS

A. Delegation of Authority. Subject to the reserved powers of the Member as set forth in this Agreement or by state or federal law, the Member hereby delegates authority for the operation of health care facilities owned by the Company to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

B. Reserved Powers of the Member. Notwithstanding the foregoing, the following actions shall require the approval of the Member:

1. Appointment and removal of members of the Board of Governors;
2. Adoption of and amendment to this Agreement;
3. The merger with, acquisition or sale of, the Company to any other corporate entity or person;
4. The sale, lease, encumbrance or other disposition of substantially all of the assets of the Company or any facility or division operated by the Company;
5. A filing for bankruptcy or insolvency, dissolution, conversion or liquidation of the Company;
6. Expansion of the purposes of the Company as currently set forth in this Agreement and the Company's Certificate of Organization;
7. Commencement or cessation of a business activity that is inconsistent with the purposes of the Company as set forth in the Company's Certificate of Organization and this Agreement;
8. Approval of and amendments to the annual operating and capital budgets of the Company;

9. Expenditures in excess of the Company's approved annual operating budget;

10. Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

11. Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

12. Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

13. Transactions imposing personal obligations on the Member.

ARTICLE V. LIMITED LIABILITY; INDEMNIFICATION

A. Limited Liability. Except as otherwise required by non-waivable, mandatory provisions of applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

B. Indemnification. Except as prohibited by the laws of the State of Tennessee as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of Tennessee without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

UNIVERSAL HEALTH SERVICES, INC.

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

TENNESSEE CLINICAL SCHOOLS, LLC

By: _____
Name: Steve Filton
Title: Vice President

EXHIBIT A

Capital Account Balance

$100

7

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

FILED
In the Office of the
Secretary of State of Texas

AUG 1 0 2001

Corporations Section

CERTIFICATE OF LIMITED PARTNERSHIP

1. The name of the limited partnership is Texas Cypress Creek Hospital, L.P.

2. The street address of its proposed registered office in Texas is (a P.O. Box is not sufficient)
905 Congress Avenue
Austin, TX 78701
and the name of its proposed registered agent in Texas at such address is
National Registered Agents, Inc.

3. The address of the principal office in the United States where records of the partnership are to be kept or made available is
310 25th Avenue North, Suite 209, Nashville, Tennessee 37203

4. The name, the mailing address, and the street address of the business or residence of each general partner is as follows:

NAME	MAILING ADDRESS (include city, state, zip code)	STREET ADDRESS (include city, state, zip code)
PSI Hospitals, Inc.	310 25th Ave N, Suite 209 Nashville, TN 37203	Same as Mailing Address

Date Signed: August 10, 2001

PSI HOSPITALS, INC.

By: _____
General Partner(s)
Steven T. Davidson, Vice President

CERTIFICATE OF AMENDMENT
TO
THE CERTIFICATE OF LIMITED PARTNERSHIP
OF
TEXAS CYPRESS CREEK HOSPITAL, L.P.

The undersigned, a general partner of TEXAS CYPRESS CREEK HOSPITAL, L.P., a limited partnership, pursuant to Section 2.02 of the Texas Revised Uniform Limited Partnership Act, as amended, hereby certifies that:

1. The name of the limited partnership is Texas Cypress Creek Hospital, L.P.

2. The Certificate of Limited Partnership is amended as follows:

The Certificate of Limited Partnership of Texas Cypress Creek Hospital, L.P. is amended by striking Number 4 in its entirety and replacing therefore the following:

4. The name, the mailing address, and the street address of the business or resident of each general partner is as follows:

NAME	**MAILING ADDRESS (include city, state, zip code)**	**STREET ADDRESS (include city, state, zip code)**
PSI Texas Hospitals, LLC	310 25th Avenue North Suite 209 Nashville, TN 37203	Same as Mailing Address

Executed on this 30th day of October, 2001.

GENERAL PARTNER:

PSI HOSPITALS, INC.

By: /s/ Steven T. Davidson
Steven T. Davidson, Vice President

[ILLEGIBLE]

[ILLEGIBLE]

Exhibit 3.245

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

OF

TEXAS CYPRESS CREEK HOSPITAL, L.P.

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

OF

TEXAS CYPRESS CREEK HOSPITAL, L.P.

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement"), is made and entered into as of November 15, 2010, by and among Texas Hospital Holdings, LLC, a Texas limited liability company, as general partner (the "General Partner"), and Texas Hospital Holdings, Inc., a Delaware corporation (the "Limited Partner"). The General Partner and the Limited Partners are hereinafter sometimes referred to individually as a "Partner" and collectively as the "Partners."

R E C I T A L S:

WHEREAS, the Partners formed the Partnership by executing the Agreement of Limited Partnership of the Partnership, dated as of August 10, 2001 (the "Initial Agreement"), and by filing with the Office of the Secretary of State (the "Secretary of State") of the State of Texas (the "State") a Certificate of Limited Partnership on August 10, 2001 (as amended and restated from time to time, the "Certificate"); and

WHEREAS, each of the Partnership and the Partners has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the Partnership on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

SECTION 1

General

1.1 Formation. The parties hereto agree to continue, in accordance with the provisions of this Agreement, the Partnership as a limited partnership under and pursuant to the Act, and the rights and obligations of the Partners shall be as provided in the Act except as otherwise expressly provided herein.

1.2 Organization Certificates. The General Partner shall execute all certificates or documents and make all filings and recordings and perform such acts as shall constitute compliance with all requirements for the formation and maintenance of the existence of the Partnership as a limited partnership under the Act and under the laws of the United States or a state in which it has authority to do business. The General Partner shall take all action that may be necessary or appropriate for the continuation of the Partnership's valid existence as a limited partnership under the Act and under the laws of all such states.

1.3 Name. The name of the Partnership shall be Texas Cypress Creek Hospital, L.P., all business of the Partnership shall be conducted in such name that the General Partner determines to be in the best interest of the Partnership.

1.4 Capitalized Words and Phrases. Capitalized words and phrases used herein shall have the meanings stated in Section 19 hereof, unless defined in a document to which reference is made for such definition or defined in another section of this Agreement.

SECTION 2

Term

The term of the Partnership commenced on the date of the filing of the Certificate in the Secretary of the State of the State and shall continue until dissolved as provided in Section 12. The General Partner shall cause the due filing and recording of any required amendments to and/or restatements of the Certificate as promptly as possible following the execution and delivery of this Agreement.

SECTION 3

Purpose

The sole purpose and business of the Partnership shall be to own and operate the behavioral health care hospital in Texas, including Cypress Creek Hospital (the "Hospital"). In furtherance of the purpose of the Partnership, the Partnership shall have the power to do any and all of the things necessary or desirable in connection with the foregoing or as otherwise contemplated by this Agreement. The Partnership shall not engage in any other business without the prior written consent of the General Partner.

SECTION 4

Principal Place of Business

The location of the principal office of the Partnership (where the books and records of the Partnership shall be kept) is at the executive offices of UHS, which is currently located at 367 South Gulph Road King of Prussia, PA 19406.

SECTION 5

Partners; Capital Contributions; Capital Accounts; Allocations Among Partners; Partnership Interests

5.1 Capital Contributions.

(a) Capital Contribution of the Partners. The Partnership shall be owned by the Limited Partner and the General Partner, pro rata as their capital contributions relate to total capital contributed to the Partnership by the Limited Partner and the General Partner. The ownership percentages, as of the date of this Agreement, of the Limited Partner and the General Partner in the Partnership shall be as set forth on Schedule A hereto, as from time to time amended and supplemented by the Partnership (without the need for an amendment to the Agreement).

(b) Additional Capital Contributions of Partners. Except for the Capital Contributions as set forth on Schedule A hereto, no Partner shall be required to make any additional capital contributions unless all Partners consent to make such Additional Contribution.

(c) Additional Limited Partners. The General Partner may, at any time, and from time to time, admit additional Limited Partners, or may accept an additional capital contribution from any Limited Partner, who shall be considered an additional Limited Partner to the extent of such additional capital contribution; provided, that, the admission of Limited Partners and the issuance of Partnership Interests as contemplated by Section 11.3, shall require the consent of a Majority in Interest as provided in Section 6.3(h). The capital contribution of any additional Limited Partners shall be payable on a date such Limited Partner is admitted to the Partnership. As soon as practicable after the admission of any new Limited Partner or the acceptance of any additional capital contribution as herein above provided, the General Partner shall, if required, cause an appropriate amendment to the Certificate to be filed and shall deliver to each Limited Partner an amended Certificate.

5.2 Capital Accounts. Each Partner shall have a capital account ("Capital Account"), which, in addition to the adjustments set forth below, shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1 .704-1(b)(2)(iv) and shall be equal to the amount of cash contributed by such Partner to the Partnership pursuant to Subsection 5.1 and such Capital Account shall be:

(a) increased by:

(i) the fair market value of property contributed by the Partner to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Code Section 752);

(ii) allocations of net income from operations (or items thereof) and the amount of net gains (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including income and gain exempt from tax and income and gain described in Treasury Regulation Section I .704-l(bX2)(iv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-1(b)(4)(i); and

(b) decreased by:

(i) amounts paid or distributed to the Partner pursuant to Sections 8 and 11.3 (other than repayments of any loans made to the Partnership under Subsection 6.9 or Section 10 hereof);

(ii) the fair market value of property distributed to the Partner by the Partnership (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Code Section 752);

(iii) allocations to the Partner of expenditures of the Partnership described in Code Section 705 (a)(2)(B); and

(iv) allocations of Partnership loss and deductions (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including loss and deduction described in Treasury Regulation Section 1.704-1 (b)(2)(iv)(g), but excluding items described in (iii) above and loss or deduction described in Treasury Regulation Sections 1 .704-1(b)(4)(i) or 1 .704-1(b)(4)(iii).

5.3 Determination of Balance in Capital Accounts. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Partner for purposes of Sections 7 or 8, the Capital Account of the Partner shall be determined after giving effect to all adjustments provided for in Subsection 5.2 for the current Fiscal Year in respect of transactions effected prior to the date with respect to which such determination is to be made.

5.4 Withdrawal of Capital. Except as specifically provided in this Agreement, no Partner shall be entitled to withdraw any part of his Capital Account or to receive any distribution from the Partnership, and no Partner shall be entitled or required to make any additional capital contribution to the Partnership.

5.5 Capital Accounts of New Partners. Each Partner, including any additional or Substituted Limited Partner, who shall receive any Partnership Interest(s) in the Partnership or whose Partnership Interest(s) in the Partnership shall be increased by means of a Transfer to him

of all or part of the Partnership Interest(s) of another Partner, shall succeed to the Capital Account of the transferor to the extent the Capital Account of the transferor relates to the transferred Partnership Interest(s).

5.6 Partners' Loans. Loans by any Partner to the Partnership shall not be considered Capital Contributions to the Partnership and shall not increase the Capital Account of the lending Partner.

5.7 Liability of Limited Partners. Except as provided in the Act, a Limited Partner shall not be liable for the obligations of the Partnership. The liability of each Limited Partner shall be limited solely to the amount of his Capital Contribution to the Partnership required by the provisions of this Agreement. Notwithstanding anything to the contrary above, a Limited Partner receiving the return of any portion of his capital contributions without violating this Agreement or the Act shall be liable to the Partnership for a period of one (1) year thereafter for the amount of the returned contribution, but only to the extent necessary to discharge the Partnership's liabilities to creditors who extended credit to the Partnership during the period prior to the date of the return of such Capital Contribution (excluding liabilities of the Partnership represented by debt, the repayment of which is secured solely by Partnership property.

5.8 Transferee Partners. Any Partner acquiring the interest of any other Partner shall, with respect to the interest so acquired, be deemed to be a Partner of the same class as the transferor.

5.9 Interest on Capital Contributions. No interest shall be paid by the Partnership on any capital contributed to the Partnership.

5.10 Allocations Among Partners. Unless otherwise expressly stated to the contrary, whenever amounts are allocated or distributed to the Partners such amounts shall be allocated or distributed among the Partners in the proportion that the Partnership Interest(s) each owns bears to the aggregate number of Partnership Interests of all the Limited Partners at the time of such allocation or distribution.

5.11 Capital Accounts to Conform with Treasury Regulations. In addition to the adjustments set forth in this Section 5, the Capital Accounts of the Partners shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1.704-l(b)(2)(iv). In this regard, at the sole and absolute discretion of the General Partner, the Partnership's assets and, accordingly, the Partner's Capital Accounts, may be adjusted to equal their respective fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Treasury Regulation Section 1.704-l(b)(2)(ii)(g).

SECTION 6

Control and Management

6.1 General. Except as specifically limited herein, the General Partner shall have full, exclusive and complete discretion in the management and control of the Partnership for accomplishing the purposes set forth in Section 3. The General Partner agrees to manage and control the affairs of the Partnership to the best of its ability and to conduct the operations contemplated under this Agreement in a careful and prudent manner and in accordance with good industry practice. Subject to the limitations set forth in this Agreement, the General Partner shall have full power and authority to execute all documents and instruments on behalf of the Partnership and to take all other requisite actions on behalf of the Partnership.

6.2 Powers of General Partner. Subject to any limitations expressly set forth in this Agreement, the General Partner shall perform or cause to be performed, at the Partnership's expense and in its name, all things necessary to own and operate, the Hospitals. Without limiting the generality of the foregoing, the General Partner (subject to the provisions of Subsection 6.3 hereof) is expressly authorized to do the following on behalf of the Partnership:

(a) enter into, amend or revise contracts, leases and other agreements that are necessary for the operations of the Hospital;

(b) borrow money on behalf of the Partnership, on a secured or unsecured basis, or refinance or modify any Partnership indebtedness;

(c) perform any and all acts necessary or appropriate for the ownership and operation of the Hospital, including without limitation, commencing, defending and/or settling litigation regarding the Hospitals or any aspect thereof;

(d) procure and maintain with responsible companies such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner;

(e) take and hold all property of the Partnership, real, personal and mixed, in the Partnership name, or in the name of a nominee of the Partnership;

(f) execute and deliver on behalf of, and in the name of the Partnership, or in the name of a nominee of the Partnership, deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale, financing statements, security agreements, installation contracts, easements, construction contracts, architectural and engineering and any and all other instruments necessary or incidental to pursuing the purpose of the Partnership or the conduct of the Partnership's business and the financing thereof,

(g) bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Partnership;

(h) establish reasonable reserve funds from Cash Flow to provide for future contingencies;

(i) loan funds to the Partnership, directly or through an Affiliate, and charge interest therefor;

(j) coordinate all accounting and clerical functions of the Partnership and employ such accountants, attorneys, managers, agents and other management or service personnel as may from time to time be required to carry on the business of the Partnership;

(k) during those periods in which the General Partner determines such funds are not necessary for the working capital needs of the Partnership, invest its available funds, or any part thereof, in such short-term investment vehicles as the General Partner determines to be in the best interests of the Partnership;

(1) execute, acknowledge and deliver any and all instruments necessary to effectuate the foregoing;

(m) operate any business normal or customary for the owners of property similar to the Hospital; and

(n) employ such staff, professionals and consultants as shall be necessary or appropriate to operate the business of the Partnership.

(o) finance and construct a replacement Hospital facility

(p) sell the assets of the Partnership including, all or substantially all of the assets of the Partnership.

6.3 Limitations on Powers of General Partner. Notwithstanding the generality of the foregoing, the General Partner shall not be empowered, without the Votes of a Majority in Interest of the Limited Partners, to:

(a) do any act in contravention of this Agreement;

(b) confess a judgment against the Partnership;

(c) possess Partnership property or assign any rights in specific Partnership property for other than a Partnership purpose;

(d) except as otherwise provided in Section 11 hereof, admit a person as a general partner into the Partnership;

(e) require any Limited Partner to make a Capital Contribution to the Partnership not provided for in this Agreement; or

(f) except as provided in this Agreement (including, without limitation, the admission of additional Limited Partners as provided herein), increase or decrease the interest of any Partner in the assets, profits, losses or distributions of the Partnership; and

(g) relieve the General Partner of any liability under this Agreement due to the assignment of its interest in the Partnership;

(h) admit additional (including by way of public offering) or Substituted Limited Partners, except as provided in Section 11 hereof;

(i) lend any Partnership funds or property to any person;

(j) change, reorganize, merge or consolidate the Partnership with or into any other legal entity (including a publicly held entity); or

6.4 No Management Powers By Limited Partners. The Limited Partners shall take no part in the control of the Partnership business and shall have no right or authority to act for or bind the Partnership. The exercise of any of the rights and powers of the Limited Partners pursuant to the terms of this Agreement shall not be deemed taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

6.5 General Partner's Liability. The General Partner shall not be liable for the return of any portion of the capital contributions of the Limited Partners. The General Partner shall not be required to contribute any amount to the capital of the Partnership except as provided in Section 5 hereof.

6.6 Limitation on Obligations of General Partner. The General Partner shall devote as much of its time and attention as is reasonably necessary and advisable to manage the affairs of the Partnership to the best advantage of the Partnership. Except as otherwise specifically set forth below, the General Partner shall not be liable to the Limited Partners because any governmental authority disallows or adjusts any deductions or credits in the Partnership's income tax returns.

6.7 Indemnification of General Partner. The General Partner shall not be liable to the Partnership or any of its Partners for any losses, claims, damages or liabilities to which the Partnership or the Limited Partners may become subject insofar as any such losses, claims, damages or liabilities arise out of or are based upon any act, error or omission or alleged act, error or omission or negligence or any other matter, except for any such losses, claims, damages or liabilities resulting from the willful misconduct or gross negligence of the General Partner. The General Partner shall be indemnified by the Partnership for any act performed by it within the scope of the authority conferred upon it by this Agreement; provided, however, that such indemnification shall be payable by the Partnership only if the General Partner (a) acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Partnership and the Partners, and (b) had no reasonable grounds to believe that its conduct was

grossly negligent or unlawful. No indemnification may be made by the Partnership in respect of any claim, issue or matter as to which the General Partner shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of its duty to the Partnership unless, and only to the extent that, the court in which such action or suit was brought determines that in view of all the circumstances of the case, despite the adjudication of liability for gross negligence or willful misconduct, the General Partner is fairly and reasonably entitled to indemnification for those expenses which the court deems proper. Any indemnity under this Section 6.7 shall be paid from, and only to the extent of, Partnership assets, and no Limited Partner shall have any personal liability on account thereof.

6.8 Dealings with General Partner and Affiliates. The Partnership is authorized to enter into business agreements, contracts and other transactions with the General Partner or any Affiliate of the General Partner and is authorized to pay fees, commissions or other consideration to the General Partner or any Affiliate of the General Partner. Any such other transaction between the Partnership and the General Partner or Affiliates of the General Partner shall be on terms not less favorable to the Partnership than those available from nonaffiliated parties.

6.9 Loans to Fund Operating Deficits. In the event that for any Fiscal Year (or part thereof) during the term of the Partnership, operations of the Partnership produce a deficit in Cash Flow, the General Partner shall have the option, but not the obligation, to cause to be advanced, as a loan, to the Partnership, the amount of said deficit (the amount of such advance referred to herein as the "Operating Deficit Loans"). The amount of the Operating Deficit Loans shall bear interest at the rate which is the lesser of the maximum rate of interest allowed by applicable law or the same rate charged the General Partner by the financial institution or other entity from which such funds are obtained (or, in the event the General Partner does not borrow such funds, an amount equal to thirteen percent (13%) per annum). The principal and interest of the Operating Deficit Loans shall be repaid only as set forth in Section 8.

SECTION 7

Net Income; Net Losses and Credits from Operations; Net Gains and Net Losses from Dissolution and Winding Up

7.1 Operations.

(a) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net income of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and the General Partner in proportion to their ownership of Partnership Interests.

(b) (i) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net losses of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(ii) The net losses allocated pursuant to Subsection 7.1 (b)(i) hereof shall not exceed the maximum amount of net losses that can be so allocated without causing any Limited Partner who is not a General Partner to have a Capital Account deficit at the end of any fiscal year. In the event some but not all of the Limited Partners (excluding the General Partner) would have Capital Account deficits as a consequence of an allocation of net losses pursuant to Subsection 7.1 (b)(i), the limitation set forth in this Subsection 7.1 (b)(ii) shall be applied on a Limited Partner by Limited Partner basis so as to allocate the maximum permissible net loss to each Limited Partner who is not a General Partner under Section 1.704-1 (b)(2)(ii)(d) of the Regulations. All losses in excess of the limitation set forth in this Subsection 7.1 (b)(ii) shall be allocated to the General Partner.

(c) In the event the Capital Accounts of the Limited Partners are reduced to zero, then, notwithstanding anything to the contrary in Subsection 7.1(b), an amount of net losses of the Partnership from operations as determined for Federal income tax purposes equal to (i) the Operating Deficit Loans made to the Partnership by the General Partner in that Fiscal Year, and/or (ii) optional loans made to the Partnership by any Partner(s) pursuant to Section 10 hereof in that Fiscal Year shall be allocated first to the General Partner and such Partner(s), in proportion to the principal amount of such loans; but all other Partnership net losses from operations as determined for Federal income tax purposes for that Fiscal Year shall be allocated in accordance with Subsection 7.1(b).

(d) All tax credits of the Partnership which give rise to valid allocations of Partnership loss or deduction will be allocated to the Partners in the same proportion as the loss and deduction giving rise to the credits are allocated to the Partners. Notwithstanding the foregoing, allocations of investment tax credits, if any, will be made in a manner consistent with governing Treasury Regulations.

7.2 Dissolution and Winding Up. All net gains and net losses of the Partnership, as determined for Federal income tax purposes, in connection with a sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, shall be allocated in the following order of priority:

(a) Allocation of Gains. Any net gains shall be allocated as follows:

(i) First, net gains shall be allocated to each Partner with a deficit Capital Account, in the same ratio as the deficit in such Partner's Capital Account bears to the aggregate of all such deficits, until all such deficits are reduced to zero;

(ii) Next, to each Limited Partner, to the extent his Capital Account, after the allocation described in Subsection 7.2(a) (1) above, is less than his Capital Investment (the "Capital Investment Deficit"), in the same proportions as the Capital Investment Deficit in each Limited Partner's Capital Account bears to the aggregate Capital Investment Deficits of all such Limited Partners, until the Capital Investment Deficits of all Limited Partners are reduced to zero;

(iii) Next, to the General Partner, to the extent of its Capital Investment Deficit; and

(iv) The balance, if any, to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(b) Allocation of Losses. Any net losses shall be allocated as follows:

(i) To the extent that the balance in the Capital Account of the Partners exceeds the amount of their Capital Investment (the "Excess Balances") in proportion to such Excess Balances until such Excess Balances are reduced to zero;

(ii) Next, to the Partners pro rata in accordance with the positive balances in their Capital Accounts until the balances in their Capital Accounts shall be reduced to zero; and

(iii) The balance of such net losses, if any, to the General Partner.

7.3 Qualified Income Offset. In the event any Limited Partner (excluding the General Partner) unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1 (b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5), or 1.704-1 (b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Capital Account deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Subsection 7.3 shall be made if and only to the extent that such Limited Partner would have a Capital Account deficit after all other allocations provided for in this Section 7 have been tentatively made without regard to this Subsection 7.3.

7.4 Minimum Gain.

(a) Notwithstanding any other provision of this Section 7, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each General Partner and Limited Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2) that is allocable to the disposition of Partnership Property subject to Nonrecourse Liabilities, determined in accordance with Treasury Regulations Section 1.704-2(d) or (ii) if such person would otherwise have a Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1 .704-2(b)(2) of the Treasury Regulations. This Section 7.4(a) is intended to comply with the minimum gain

chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. To the extent permitted by such section of the Treasury Regulations and for purposes of this Section 7.4(a) only, each Partner's Capital Account deficit shall be determined prior to any other allocations pursuant to this Section 7 with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

(b) Partner Minimum Gain Chargeback. Notwithstanding any other provisions of this Section 7 except Section 7.4(a), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each person who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1 .704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section l.704-2(i)(5), that is allocable to the disposition of Partnership Property subject to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(2), or (ii) if such person would otherwise have Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 7.4(b) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 7.4(b), each Partner's Capital Account deficit shall be determined prior to any allocations pursuant to this Section 7 with respect to such fiscal year, other than allocations pursuant to Section 7.4(a) hereof.

7.5 Allocation of Certain Nondeductible Expenses. Syndication expenses and costs and any other items which are paid by the Partnership and which are nondeductible and nonamortizable for Federal income tax purposes, shall be allocated in the manner provided in Subsection 7.1.

7.6 Minimum Allocation to General Partner. Notwithstanding any other provision of this Agreement, not less than one percent (1%) of the net income, net losses and credits from operations, and net gains and net losses from the dissolution and winding up of the Partnership shall, in all events, be allocated to the General Partner for each Fiscal Year, or part thereof, of the Partnership pursuant to this Section 7.

7.7 Recharacterization of Fees and Guaranteed Payments. Notwithstanding anything to the contrary in Subsections 7.1 and 7.2, in the event any fees, interest or other amounts paid or payable to the General Partner or its Affiliates are deducted by the Partnership for United States Federal income tax purposes in reliance on Code Sections 707(a) or 707(c) (or would so be if such payee were a Partner) and such fees, interest or other amounts are disallowed as deductions to the Partnership and are recharacterized as Partnership distributions, then there shall be allocated to the General Partner, prior to the allocations otherwise provided in this Section 7, an amount of net profit from operations (and to the extent such profits from operations are not

sufficient, net gains described in Subsection 7.2 hereof) for the Fiscal Year in which such fees, interest or other amounts are treated as Partnership distributions in an amount equal to such fees, interest or other amounts treated as distributions.

7.8 Gross Income Allocation. In the event any Limited Partner (excluding the General Partner) has a deficit Capital Account at the end of any Partnership fiscal year that is in excess of the sum of (i) the amount such Limited Partner is obligated to restore and (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection 7.8 shall be made if and only to the extent that such Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Subsection 7 have been tentatively made without regard to Subsection 7.3 and this Subsection 7.8.

7.9 Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Limited Partners in proportion to their Votes.

7.10 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

7.11 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

7.12 Curative Allocations.

(a) The “Regulatory Allocations” consist of the “Basic Regulatory Allocations,” as defined in Subsection 7.12(b) hereof; the “Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(c) hereof; and the “Partner Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(d).

(b) The “Basic Regulatory Al locations” consist of (1) allocations pursuant to the last sentence of Subsection 7.1(b) (ii) hereof, and (ii) allocations pursuant to Subsections 7.3, 7.8 and 7.11 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each General Partner and Limited Partner shall be equal to the

net amount that would have been allocated to each such General Partner and Limited Partner if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Subsection 7.12(b) shall only be made with respect to allocations pursuant to Subsection 7.11 hereof to the extent the General Partner reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

(c) The "Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(a) and 7.9 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount or such allocations of other items and the Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (1) no allocations pursuant to this Subsection 7.12(c) shall be made prior to the Partnership fiscal year during which there is a net decrease in Partnership Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partnership Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(c) shall be deferred with respect to allocations pursuant to Subsection 7.9 hereof to the extent the General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(a) hereof

(d) The "Partner Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(b) and 7.10 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Partner Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Partner Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Partner Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Subsection 7.12(d) shall be made with respect to allocations pursuant to Subsection 7.10 relating to a particular Partner Nonrecourse Debt prior to the Partnership fiscal year during which there is a net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partner Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(d) shall be deferred to with respect to allocations pursuant to Subsection 7.10 hereof relating to a particular Partner Nonrecourse Debt to the extent this General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(b) hereof.

(e) The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (i) apply the provisions of Subsections 7.12(b), 7.12(c) and 7.12(d) hereof in whatever order is likely to minimize the economic distortions that might otherwise

result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Subsections 7.12(b), 7.12(c) and 7.12(d) hereof among the General Partner and the Limited Partners in a manner that is likely to minimize such economic distortions.

7.13 Other Allocation Rules.

(a) The Partners are aware of the income tax consequences of the allocations made by this Section 7 and hereby agree to be bound by the provisions of this Section 7 in reporting their shares of Partnership income and loss for income tax purposes.

(b) To the extent permitted by Sections 1.704-2(h) and l.704-(i)(6) of the Treasury Regulations, the General Partner shall endeavor to treat distributions of Cash Flow from operations or proceeds available upon dissolution as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase a Capital Account deficit for any Limited Partner (excluding the General Partner).

SECTION 8

Distributions

8.1 Cash Flow from Operations and Proceeds from Capital Events. After providing for the satisfaction of the current debts and obligations of the Partnership, the General Partner shall, to make distributions of Cash Flow from operations and Proceeds from Capital Events to the Partners, to the extent available, within a reasonable period of time after the end of each Fiscal Year of the Partnership, in the following order of priority:

(a) First, the unpaid principal of, and accrued interest on, Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans;

(b) Next, the unpaid principal of, and accrued interest on, loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans; and

(c) Thereafter, the General Partner shall be permitted, but not required, to make distributions to the Partners on a pro rata basis in accordance with the number of Partnership Interests held by each of them respectively.

8.2 Proceeds Available Upon Dissolution. Upon the sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, the assets of the Partnership, after making payment of or provision for payment of all liabilities and

obligations of the Partnership (other than in regard to any loans made pursuant to Subsection 6.9 and Section 10) and after making distributions of Cash Flow from operations in the year of dissolution in accordance with Subsection 8.1, shall be distributed, as expeditiously as possible, in the following order of priority:

(a) First, to fund such reserves as the liquidator of the Partnership, as provided in Subsection 12.5, may reasonably deem necessary for any contingent liabilities or obligations of the Partnership, provided that any such reserves shall be paid by such person to an independent escrow agent, to be held by such agent or his successor for such period as such person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided;

(b) Next, the unpaid principal of and accrued interest on Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payment to be applied toward payment of accrued interest on such loans and next as a payment of the principal on such loans;

(c) Next, the unpaid principal of and interest on loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments being applied first toward payment of accrued interest on such loans and next toward payment of principal on such loans; and

(d) Next, an amount up to the aggregate positive balances of the Capital Accounts of all Partners (as adjusted to reflect the allocation of net gains or net losses under Subsection 7.2) shall be distributed to the Partners in the proportion that each Partner's positive Capital Account balance bears to the aggregate of such positive balances.

8.3 Distributions in Kind. If any assets of the Partnership shall be distributed in kind, such assets shall be distributed to the Partners entitled thereto as tenants-in-common in the same proportions as such Partners would have been entitled to cash distributions if (i) such assets had been sold for cash by the Partnership for an amount equal to the fair market value of such assets (taking Code Section 770 1(g) into account), (ii) any taxable gain or loss that would be realized by the Partnership from such sale were allocated among the Partners in accordance with Subsection 7.2, and (iii) the cash proceeds were distributed to the Partners in accordance with Subsection 8.2. The Capital Accounts of the Partners shall be increased by the amount of any gain or decreased by the amount of any loss that would be allocable to them and shall be reduced by the fair market value of the assets distributed to them under the preceding sentence.

8.4 Rights of Partners to Property. Except as otherwise provided in this Agreement, no Partner shall be entitled to demand and receive property other than cash in return for his capital contributions to the Partnership and then only as specifically stated in this Agreement.

8.5 Priorities of Limited Partners. No Limited Partner shall have any priority over any other Limited Partner as to the return of his contributions to the capital of the Partnership or as to compensation by way of income.

SECTION 9

Certain Matters Relating to Management of the Partnership and Partnership Property

9.1 General Partner's Fees. The General Partner shall act in such capacity and oversee the management of the Partnership in accordance with sound management practices. Except as otherwise provided herein, the General Partner shall not receive any compensation for managing and supervising the business affairs of the Partnership.

9.2 Partnership Expenses. Except as otherwise provided herein or in agreements made by the Partnership with third persons, the Partnership shall be responsible for paying all direct costs and expenses of owning and Operating the Hospitals and the business of the Partnership, including, without limitation, debt service, the cost of utilities, supplies, insurance premiums, taxes, advertising expenses, bookkeeping and accounting directly related to the Hospitals, legal expenses, office supplies and all other fees, costs and expenses directly attributable to the ownership, operation, maintenance and repair of the Hospitals and the business of the Partnership. In the event any such costs and expenses are or have been paid by the Partnership, then the General Partner shall be entitled to be reimbursed for the payment of same made by the General Partner on behalf of the Partnership so long as the payment is reasonably necessary for Partnership business and is reasonable in amount.

9.3 Reimbursement of Organizational Expenditures. Notwithstanding any other provision of this Agreement to the contrary, the General Partner and its Affiliates shall be entitled to receive reimbursement of the reasonable organizational expenditures of the Partnership.

SECTION 10

Optional Loans to the Partnership

From time to time any Partner may, with the consent of the General Partner, make optional loans to the Partnership or advance money on its behalf. Such loans or advances shall bear interest at a floating per annum rate equal to the lesser of (a) 13% or (b) the maximum rate, if any, allowed by applicable law. The amount of any such loan or advance, and interest thereon, shall be deemed an obligation of the Partnership to the lending Partner, payable as provided herein. The Operating Deficit Loans provided for by Subsection 6.9 shall not be treated as loans for purposes of this Section 10.

SECTION 11

Transfers of Interest of Partners

11 .1 General. Except as provided in this Section 11, the General Partner shall not Transfer any part of its interest in the Partnership, and no Limited Partner shall Transfer any part or all of his Partnership Interest(s), unless otherwise specifically permitted under other provisions of this Agreement, and then only if (i) a counterpart of the instrument of Transfer, executed and acknowledged by the parties thereto, is delivered to the Partnership and (ii) the transferee is either a citizen or resident of the United States. In addition, no Limited Partner shall be entitled to withdraw from the Partnership except as otherwise provided herein. A permitted Transfer shall be effective as of the date specified in the instrument relating thereto.

11.2 Transfers by Limited Partners. The prohibition on Transfers set forth in Subsection 11.1 above shall not be applicable to the following:

(a) The Transfer by a Limited Partner of all or a part of his Partnership Interest(s) to any person with the written consent of the General Partner, which consent may be given or withheld in the General Partner's sole and absolute discretion;

(b) The Transfer by the General Partner of its limited partnership interest, if any, at any time and from time to time, to such person or persons, in such amounts, as the General Partner may, in its sole discretion, determine;

11.3 Mandatory Transfer by Limited Partners.

(a) The Partnership will have the right to redeem the Partnership Interest(s) held by any Limited Partner if, in the sole discretion of the General Partner, there is enacted, or there is a material change in, any statutes or regulations, or the application or interpretation thereof, which may materially adversely impact any Limited Partner, the General Partner, or the organization or operation of the Partnership (any such event hereinafter referred to as a "Redemption Event"). Upon the occurrence of a Redemption Event, the General Partner may cause the redemption of the Partnership Interest(s) of a Limited Partner upon payment of the Purchase Price (as defined below). Any Partnership Interest redeemed by the Partnership under this Section 11.3(a) may be resold by the Partnership through any lawful means and the purchaser thereof admitted to the Partnership as a Limited Partner.

(b) Upon the occurrence of a Redemption Event, the Partnership must notify the Limited Partners in writing of its decision to acquire the Limited Partners' Partnership Interests. Such notice shall state: the intention of the Partnership to redeem the subject Limited Partners' Partnership Interest(s); that the Redemption is pursuant to this subsection; the date on which the closing of the Redemption shall take place (the "Closing Date"); the Purchase Price to be paid for the Partnership Interest(s); and the manner in which the Purchase Price will be paid (as provided below) and any documents which must be executed, delivered, or any other action which the General Partner or the Partnership will require of the Limited Partner in connection with the Redemption.

(c) For purposes of this Subsection, the term “Purchase Price” refers to an amount equal to the positive value of the capital account of the Limited Partner whose Partnership Interest is to be redeemed determined as of the first day of the second month preceding the Closing Date.

(d) On the Closing Date, the Partnership shall deliver the full amount of the Purchase Price to the subject Limited Partner in cash or other immediately available funds, and the subject Limited Partner shall deliver to the Partnership such executed documents of sale, transfer, redemption, withdrawal and assignment as may be deemed reasonably necessary or desirable by the General Partner to reflect the intentions of this subsection.

11.4 Transfers by General Partner. The General Partner may transfer or assign its general partnership interest in the Partnership with the affirmative Votes of a Majority in Interest. Subject to Subsection 6.3(b)(i) hereof, no assignment by the General Partner of its interest as a General Partner shall relieve such Partner of any liability hereunder. The General Partner may not withdraw as the General Partner of the Partnership unless said withdrawal occurs as a result of a permitted Transfer of the General Partner’s interest in the Partnership in accordance with the terms of this Agreement.

11.5 Rights of Transferees. No transferee of the Partnership Interest(s) of any Limited Partner shall have the right to become a Substituted Limited Partner, unless:

(a) his transferor has expressed such intention in the instrument of assignment;

(b) the transferee has executed an instrument reasonably satisfactory to the General Partner accepting, adopting and agreeing to be bound as a Limited Partner to all the terms and provisions of this Agreement;

(c) the transferor or transferee has paid all reasonable expenses of the Partnership in connection with the admission of the transferee as a Substituted Limited Partner; and

(d) the General Partner (in his sole, absolute and unfettered discretion) consents to such person becoming a Substituted Limited Partner.

11.6 Section 754 Election. In the event of a Transfer of all or part of the Partnership Interest(s) or interest(s) of a Partner in the Partnership, and at the request of the transferee, the Partnership may elect (in the General Partner’s sole and absolute discretion) pursuant to Section 754 of the Code, or the corresponding provision of subsequent law, to adjust the basis of the Partnership’s assets as provided by Sections 734 and 743 of the Code.

11.7 Profit/Loss Allocations Upon Transfer. Unless otherwise agreed between the transferor and the transferee and permitted under applicable law, upon the Transfer of all or any part of the Partnership Interest(s) or interest(s) of a Partner as hereinabove provided, the net profits, net losses, net gains and credits attributable to the Partnership Interest(s) or interest(s) so transferred shall be allocated between the transferor and the transferee as of the date set forth in the instrument of transfer, and such allocation shall be based upon the number of days during the applicable Fiscal Year of the Partnership that the Partnership Interest(s) or interest(s) so transferred was held by each of them, without regard to the results of Partnership activities during the period in which each was the holder. Distributions shall be made to the holder of record of the Partnership Interest(s) or interest(s) on the date of distribution.

11.8 Continuing Obligations. Except as otherwise provided to the contrary herein, nothing in this Section 11 shall be construed to relieve any Partner, or his successors, assigns, heirs or legal representatives, from the satisfaction of such Partner's obligations herein, including without limitation, those Limited Partner obligations under Section 5 hereof, and all such obligations shall survive any occurrence which results in such Partner ceasing to be a Partner.

SECTION 12

Dissolution and Winding Up

12.1 Events of Dissolution. The Partnership shall be dissolved and its business wound up upon the earliest to occur of:

(a) the General Partner, with the prior affirmative Votes of a Majority in Interest, determines that the Partnership should be dissolved;

(b) the Partnership becoming insolvent or bankrupt;

(c) the bankruptcy, dissolution or retirement of the last remaining General Partner; or

(d) the sale or other disposition of all or substantially all of the Partnership's assets.

For purposes of this Agreement, a "bankruptcy" of a person or entity shall be deemed to occur when such person or entity files a petition in bankruptcy, or voluntarily takes advantage of any bankruptcy or insolvency law, or is adjudicated a bankrupt, or if a petition or answer is filed proposing the adjudication of such person or entity as a bankrupt and such person or entity either consents to the filing thereof or such petition or answer is not discharged or denied prior to the expiration of sixty (60) days from the date of such filing. The insolvency of a person or entity shall be deemed to occur when the assets of such person or entity are insufficient to pay his or its liabilities as the same become due and payable and he or it shall so admit in writing.

12.2 Continuation of Partnership. Except as provided in Section 11, the General Partner agrees to serve as the general partner of the Partnership until the Partnership is dissolved and wound up. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to any, other than the last remaining, General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement by the remaining General Partner, if any. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to the last remaining General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement if, within ninety (90) days after such event, Limited Partners with not less than two-thirds (2/3rds) of the Votes of all Limited Partners shall elect in writing that the business of the Partnership should be continued and shall designate one or more persons to be substituted as general partner(s). In the event that the Limited Partners elect so to continue the Partnership with a new general partner(s), such new general partner(s) shall succeed to all of the powers, privileges and obligations (but not the rights to allocations and distributions) of the last remaining General Partner, and the interest in the Partnership of any person or entity no longer serving as a general partner shall become a limited partner's interest hereunder in the manner provided in Section 11 (except that for purposes of determining its rights to allocations and distributions under Sections 7 and 8, such interest shall continue to be treated as an interest of a general partner and such interest shall not be diluted or affected in any way, other than proportionately, by the admission of substituted general partner(s)).

12.3 Obligations Survive Dissolution. The dissolution of the Partnership shall not release or relieve any of the parties hereto of their contractual obligations under this Agreement.

12.4 Distributions Upon Dissolution. Upon any dissolution requiring the winding up of the business of the Partnership, all or part of the assets, as determined by the General Partner or such other person as is winding up the business of the Partnership, shall be sold and the proceeds thereof distributed and/or the remaining assets distributed as provided in Subsection 8.2 hereof.

SECTION 13

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SECTION 14

Accounting

14.1 Fiscal Year. The fiscal year of the Partnership ("Fiscal Year") shall be the calendar year.

14.2 Books, Records and Accounting Method. The General Partner shall keep, or cause to be kept, full and accurate records of all transactions of the Partnership in accordance with the principles and practices generally accepted for the accrual method of accounting; provided, however, if allowed by law, the Partnership may adopt the cash method of accounting at any time upon the determination to do so by the General Partner.

14.3 Location of Books and Records. All of the books and records of the Partnership shall be kept and maintained at the Property. Such books and records shall be available during reasonable business hours for the reasonable inspection and examination by the Limited Partners and their authorized representatives, which parties shall have the right, at their sole cost and expense, to make copies thereof.

14.4 Federal Tax Returns. The General Partner shall prepare, or cause to be prepared, at the expense of the Partnership, a Federal information tax return, in compliance with the Code, and any required state and local tax returns for the Partnership for each tax year of the Partnership, and, in connection therewith, shall make any available or necessary elections which he determines to be in the best interests of the Partnership.

14.5 Tax Matters Partner. The General Partner is hereby designated as the Tax Matters Partner within the meaning of Section 6231 (a)(7) of the Code, for all purposes of the Code, and shall be responsible for performing the duties of the Tax Matters Partner on behalf of the Partnership and the Partners. By execution of this Agreement, each of the Limited Partners specifically consents to such designation. Additionally, each Limited Partner specifically agrees that the General Partner shall have the exclusive and continuing right to appoint a different Tax Matters Partner.

SECTION 15

Reports and Statements

15.1 Tax Return Information. By the 31st day of March of each Fiscal Year of the Partnership, the General Partner, at the expense of the Partnership, shall cause to be delivered to the Limited Partners such information as shall be necessary (including a statement for that year of each Limited Partner's share of net income, net gains, net losses and other items of the Partnership for the preceding Fiscal Year) for the preparation by the Limited Partners of their Federal, state and local income and other tax returns.

15.2 Financial Statements. By the 31st day of May of each Fiscal Year of the Partnership, the General Partner shall cause to be delivered to each of the Limited Partners financial statements of the Partnership for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles (or applicable accounting principles if such statements are kept on a cash basis of accounting) and at the expense of the Partnership, which financial statements shall set forth, as of the end of and for such Fiscal Year, the following: (a) a profit and loss statement and a balance sheet of the Partnership; (b) the balance in the Capital Account of each Partner; and (c) such other information as, in the judgment of the General Partner, shall be reasonably necessary for the Partners to be advised of the financial status and results of operations of the Partnership.

15.3 Certificate of Limited Partnership/Amendments. There shall be no obligation on the part of the General Partner to send copies of the Certificate of Limited Partnership nor amendments thereto to the Limited Partners; provided, however, a Limited Partner may request in writing to be sent a copy of the Certificate of Limited Partnership and any amendment thereto, in which event the General Partner shall send such document(s) to the requesting Limited Partner within a reasonable period of time after such request.

SECTION 16

Bank Accounts

The General Partner shall open and maintain (in the name of the Partnership) a bank account or accounts in a bank, savings and loan association or other financial institution, the deposits of which are insured by an agency of the United States government or another insurer as the General Partner approves, in which shall be deposited all funds of the Partnership. Withdrawals from such account or accounts shall be made upon the signature or signatures of such person or persons as the General Partner shall designate. There shall be no commingling of the assets of the Partnership with the assets of any other entity or person; provided, however, that the operating revenues of the Partnership may be deposited in a central account in the name of any entity affiliated with the General Partner so long as separate entries are made on the books and records of the Partnership and on the books and records of such other entity reflecting that deposits in the bank account of such entity with respect to amounts received from the Partnership have been deposited therein for the account of the Partnership and that withdrawals from such bank account have been made for the purpose of disbursing funds to the Partnership or for the purpose of paying obligations of the Partnership.

SECTION 17

Power of Attorney

17.1 General. Each Limited Partner irrevocably constitutes and appoints the General Partner, with full power of substitution and resubstitution, as his true and lawful attorney-in-fact with full power and authority to act in his name, place and stead for his use or benefit, to execute, sign, acknowledge, swear to, deliver, file and record in the appropriate public offices as necessary the following documents:

(a) this Agreement and all amendments to, and restatements of, this Agreement;

(b) all instruments, including, without limitation, certificates of limited partnership, required in order to qualify the Partnership or cause the Partnership to exist as a limited partnership under the laws of the State;

(c) all instruments which may be required to effect the continuation of the Partnership, the admission or substitution of a limited partner, the admission of a general partner, or the dissolution and termination of the Partnership, provided such continuation, admission, substitution or dissolution and termination are in accordance with the terms of this Agreement;

(d) all consents to transfers or assignments of interests in the Partnership or to the withdrawal, redemption or reduction of any Partner's Partnership Interests in accordance with this Agreement; and

(e) all other instruments which the Partnership is required to file with any agency of the Federal government, or of any state or local government, or the filing of which the General Partner deems necessary or desirable to the conduct of the business of the Partnership.

17.2 A Special Power; Manner of Exercise; Survival. The power of attorney hereby granted by each Limited Partner to the General Partner:

(a) is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, incapacity, insolvency, dissolution or termination of the Limited Partner;

(b) may be exercised by the General Partner either by signing separately as attorney-in-fact for each Limited Partner, or, after listing all of the Limited Partners executing any instrument, by a single signature of the General Partner acting as attorney-in-fact for all of them; and

(c) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his Partnership Interest(s) (except that, where the assignee thereof has been approved by the General Partner for admission to the Partnership as a Substituted Limited Partner, this power of attorney given by the assignor shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, swear to and file any instrument necessary to effect such substitution).

17.3 Limitations. No document or amendment executed by the General Partner pursuant to this Section 17 shall, in the absence of the prior consent of all of the Limited Partners, (i) reduce the obligation of the General Partner; (ii) affect the rights or restrictions regarding the assignability of the Partnership Interest(s) or interests; (iii) modify the length of the term of the Partnership; (iv) amend this Section 17; or (v) reduce the rights or interests or enlarge the obligations of the Limited Partners. The General Partner shall promptly notify the Limited Partners of any documents or amendments executed pursuant to this Section 17.

SECTION 18

Notices

Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing, signed by or on behalf of the person giving the notice, and shall be deemed to have been given on the earlier to occur of (i) actual delivery (which includes, without limitation, facsimile delivery, provided such facsimile delivery is

promptly followed by written notice of receipt) or (ii) when mailed by certified mail, postage prepaid, return receipt requested, addressed to the person or persons to whom such notice is to be given as follows (or at such other address as shall be stated in a notice similarly given):

(a) if to the Partnership or the General Partner, such notice shall be addressed to the Partnership or the General Partner in care of Universal Health Services, Inc., Universal Corporate Property, 367 South Gulph Road, King of Prussia, PA 19406, Attention: Senior Vice President - Acute Care Operations. A copy of such notice shall be given to Universal Health Services, Inc., Universal Corporate Center, 367 South Gulph Road, King of Prussia, PA 19406, Attention: General Counsel; and

(b) if to the Limited Partners, such notice shall be given to each of the Limited Partners at their respective addresses stated on Exhibit A attached hereto.

SECTION 19

Certain Defined Terms

19.1 General. As used in this Agreement, the following terms have the following respective meanings:

(a) "Act": The Revised Uniform Limited Partnership Act of the State.

(b) "Affiliate": Any subsidiary or commonly owned company related to the General Partner or any of such subsidiary's shareholders or members of the immediate family, if an individual; any person, firm or entity which, directly or indirectly, controls, is controlled by or is under common control with the General Partner, or any member of the General Partner's or any of its member's immediate families; or any person, firm or entity which is associated with the General Partner, or any member of the General Partner's or its members' immediate families in a joint venture, partnership or other form of business association. For purposes of this definition, the term "control" shall mean the ownership often percent (10%) or more of the beneficial interest in the firm or entity referred to, and the term "immediate family" shall mean the spouse, ancestors, lineal descendants, brothers and sisters of the person in question, including those adopted.

(c) "Aggregate Capital Contributions": All contributions made to the capital of the Partnership by the Partners pursuant to Section 5 hereof.

(d) "Capital Account": The account established for each Partner, as defined and adjusted in accordance with Subsection 5.2 hereof.

(e) "Capital Contributions": The amount of money or other properties that the Partners have contributed, have agreed to contribute, or are obligated under the provisions of this Agreement to contribute to the capital of the Partnership from time to time.

(f) "Capital Investment": With respect to each Partner, at any given time, an amount equal to the excess, if any, of (i) the cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the Partner (or, with respect to an additional or Substituted Limited Partner, the amount of cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the transferor Partner as well as the additional or Substituted Limited Partner) to the Partnership pursuant to Subsection 5.1, over (ii) all amounts distributed or distributable to the Partner (or, with respect to an additional or Substituted Limited Partner, the amounts distributed or distributable to the transferor Partner as well as the additional or Substituted Limited Partner) pursuant to Subsection 8.2 (other than in repayment of loans), but in no event less than zero.

(g) "Cash Flow": The excess of cash revenue from Partnership operations over cash disbursements (which disbursements shall include, without limitation, all fees paid pursuant to the terms of the Property Management Agreement), without deduction for depreciation, cost recovery or amortization and reduced by a reasonable allowance for cash reserves for repairs, replacements, contingencies and anticipated obligations (including debt service, capital improvements and replacements), as determined by the General Partner, in its sole discretion. For this purpose, revenue from Partnership operations shall not include: deposits until the same are forfeited by the persons making such deposits, insurance loss proceeds (except for any proceeds of rent interruption insurance), any award or payment made by any governmental authority in connection with the exercise of any right of eminent domain, condemnation or similar right or power.

(h) "Code": The Internal Revenue Code of 1986, as amended to the effective date of this Agreement.

(i) "Fiscal Year": The calendar year.

(j) "General Partner": Texas Hospital Holdings, LLC, a limited liability company incorporated under the laws of the State, and its successors.

(1) "Limited Partners": Texas Hospital Holdings, Inc., and any substitute or additional partners. References to "Limited Partner" shall be to any one of the Limited Partners.

(m) "Majority in Interest": As to any matter upon which Limited Partners may vote hereunder, the affirmative vote of more than fifty percent (50%) of the total Votes.

(n) "Nonrecourse Deductions": The meaning set forth in Section 1 .704-2(b)(1) of the Treasury Regulations. The amount of Nonrecourse Deductions for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Treasury Regulations.

(o) "Nonrecourse Liability": The meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(p) "Partner Minimum Gain": An amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section I .704-2(i)(3) of the Treasury Regulations.

(q) "Partner Nonrecourse Debt": The meaning set forth in Section 1 .704-2(i)(1) of the Treasury Regulations.

(r) "Partner Nonrecourse Deductions": The meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Treasury Regulations.

(s) "Partners": Collectively, the General Partner and the then existing Limited Partners of the Partnership.

(t) "Partnership": Texas Cypress Creek Hospital, L.P., a limited partnership formed under the laws of the State.

(v) "Partnership Interest": The total interest (represented as a percentage) in the capital and profits of the Partnership acquired by a Partner. The initial Partnership Interest 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.

TEXAS CYPRESS CREEK HOSPITAL, L.P.

SECTION 22

Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 23

Counterparts

This Agreement may be executed in several counterparts, and all such counterparts, so executed, taken together shall constitute one agreement, binding on all the parties who execute this or any other counterpart hereof, notwithstanding that all the parties are not signatories to the original or the same counterpart.

SECTION 24

Miscellaneous

24.1 Copies of Documents. Upon the request of any Limited Partner, the General Partner shall deliver to such Limited Partner a conformed copy of this Agreement.

24.2 Severability. Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder hereof.

24.3 Captions. Section, subsection, paragraph and subparagraph captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or extend or describe the scope of this Agreement or the intent of any provision hereof.

24.4 Person and Gender. The masculine gender shall include the feminine and neuter genders, the singular shall include the plural and the word “person” shall include a corporation, trust, estate, partnership or other form of association or entity.

TEXAS CYPRESS CREEK HOSPITAL, L.P.

IN WITNESS WHEREOF, the parties hereto have subscribed and sworn to this Agreement of Limited Partnership as of the day and year first above written.

GENERAL PARTNER:
Texas Hospital Holdings, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

LIMITED PARTNER:
Texas Hospital Holdings, Inc.

By: _____
Name: Steve Filton
Title: Vice President

TEXAS CYPRESS CREEK HOSPITAL, L.P.

SCHEDULE A

CAPITAL CONTRIBUTION

	Consideration	Ownership
GENERAL PARTNER	$ 1.00	1%
LIMITED PARTNER	$ 99.00	99%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 10/29/2001
010542439 – 3451232

CERTIFICATE OF INCORPORATION

OF

PSI HOSPITALS, INC.

The undersigned, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware General Corporation Law"), hereby certifies that:

FIRST: The name of the corporation (hereinafter called the "Corporation") is PSI Hospitals, Inc.

SECOND: The address, including street, number, city, and county, of the registered office of the Corporation in the State of Delaware is 9 East Loockerman Street, Dover, Delaware 19901, County of Kent; and the name of the registered agent of the Corporation in the State of Delaware at such address is National Registered Agents, Inc.

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

FOURTH:

1. The maximum number of shares of stock which the Corporation shall have the authority to issue is one thousand (1,000) shares of Common Stock having a par value of $0.01 per share, which shares shall not be subject to any preemptive rights.

2. Pursuant to Section 151 of the Delaware General Corporation Law, a statement of the designations, powers, preferences and rights, and the qualifications and restrictions thereof, in respect of each class of capital stock is as follows:

A. COMMON STOCK

(i) Dividends and Distributions. Except as otherwise provided by this Certificate of Incorporation, the holders of shares of Common Stock shall be entitled to receive such dividends and distributions as may be declared upon such shares of Common Stock, from time to time by a resolution or resolutions adopted by the Board of Directors.

(ii) Voting Rights. All holders of Common Stock shall be entitled to notice of any stockholders' meeting. Subject to the provisions of any applicable law and except as otherwise provided in this Certificate of Incorporation, all voting rights shall be vested solely in the Common Stock. The holders of shares of Common Stock shall be entitled to vote upon the election of directors and upon any other matter submitted to the stockholders for a vote. Each share of Common Stock issued and outstanding shall be entitled to one noncumulative vote. A fraction of a share of Common Stock shall not be entitled to any voting rights whatsoever.

(iii) Liquidation, Dissolution or Winding Up. Except as otherwise provided in this Certificate of Incorporation, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and liabilities of the Corporation, all assets of the Corporation shall be shared pro rata among the holders of the Common Stock.

3. Except as otherwise provided in this Certificate of Incorporation or by applicable law, the Corporation's capital stock, regardless of class, may be issued for such consideration and for such corporate purposes as the Board of Directors may from time to time determine by a resolution or resolutions adopted by a majority of the Board of Directors then in office.

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

NAME	MAILING ADDRESS
J. Gregory Giffen, Esq.	Harwell Howard Hyne Gabbert & Manner, P.C. 315 Deaderick Street Suite 1800 Nashville, Tennessee 37238-1800

SIXTH: The Corporation shall have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors, or any class of them, and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation, or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of §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 §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 court directs. If a majority and number representing three-fourths (3/4) 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 the said reorganization shall, if sanctioned by the court to which said application has been made, be binding on all the creditors or class of creditors and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

EIGHTH:

1. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors.

2. The Board of Directors shall consist of not less than two (2) nor more than fifteen (15) persons, the exact numbers to be fixed from time to time by the Board of Directors pursuant to a resolution adopted by a majority of directors then in office.

3. Whenever the Corporation shall be authorized to issue only one class of stock, each outstanding share shall entitle the holder thereof to notice of, and the right to vote at, any meeting of stockholders. Whenever the Corporation shall be authorized to issue more than one class of stock, no outstanding share of any class of stock which is denied voting power under the provisions of this Certificate of Incorporation shall entitle the holder thereof to the right to vote at any meeting of

stockholders, except as otherwise provided by applicable law; provided, that no share of any such class which is otherwise denied voting power shall entitle the holder thereof to vote upon the increase or decrease in the number of authorized shares of said class.

NINTH: The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by paragraph (7) of clause (b) of §102 of the Delaware General Corporation Law, as the same may be amended or supplemented. The provisions of this Article Ninth are not intended to, and shall not, limit, supersede or modify any other defense available to a director under applicable law. Any repeal or modification of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

TENTH:

1. The Corporation shall, to the fullest extent permitted by §145 of the Delaware General Corporation Law, as the same may be amended or supplemented (but in the case of any such amendment or supplement, only to the extent that such amendment or supplement permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment or supplement), indemnify any and all directors and officers whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section, and the indemnification provided for herein shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person. The Corporation may, in its sole discretion and to the fullest extent permitted by §145 of the Delaware General Corporation Law, as the same may be amended or supplemented, indemnify any and all employees and agents whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said section, and the indemnification provided for herein shall continue as to a person who has ceased to be an employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

2. The Corporation shall pay the expenses incurred in defending any proceeding against a director or officer which is or may be subject to indemnification pursuant to this Article Tenth in advance of final disposition of such proceeding; provided, however, that the payment of such expenses incurred by a director or officer shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately

determined that the director or officer is not entitled to be indemnified under this Article Tenth or otherwise. The Corporation may, in its sole discretion, advance expenses incurred by its employees or agents to the same extent as expenses may be advanced to its directors and officers hereunder.

3. The rights conferred on any person by this Article Tenth shall be deemed contract rights and shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation or the Corporation's Bylaws, agreement, or vote of stockholders or disinterested directors or otherwise.

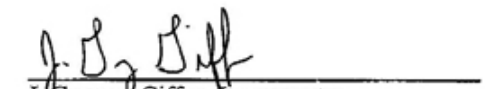
4. The Corporation may purchase and maintain insurance to protect itself and any other director, officer, employee or agent of the Corporation or any corporation, partnership, joint venture, trust or other enterprise against any liability, whether or not the Corporation would have the power to indemnify such person under the Delaware General Corporation Law.

ELEVENTH:

1. From time to time any of the provisions of this Certificate of Incorporation may be amended, altered or repealed in accordance with the laws of the State of Delaware.

2. The Corporation's Bylaws may be amended, added to or repealed by an affirmative vote of at least a majority of either (i) the shares of the Corporation's capital stock entitled to vote thereon, or (ii) the Board of Directors.

The undersigned, being the incorporator, for the purpose of forming a Corporation under the laws of the State of Delaware does make, file and record this Certificate of Incorporation, does certify that the facts herein stated are true, and, accordingly, has here to set my hand and seal this 29th day of October, 2001.



J. Gregory Giffen, Incorporator

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 10/31/2001
010546510 – 3451232

CERTIFICATE OF MERGER

OF

PSI HOSPITALS, INC.,
a Tennessee corporation

AND

PSI HOSPITALS, INC.,
a Delaware corporation

It is hereby certified that:

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

(i) PSI Hospitals, Inc., which is incorporated under the laws of the State of Tennessee; and

(ii) PSI Hospitals, Inc., which is incorporated under the laws of the State of Delaware.

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 Delaware General Corporation Law, to wit, by PSI Hospitals, Inc. in accordance with the laws of the State of Tennessee and by PSI Hospitals, Inc. in the same manner as is provided in Section 251 of the Delaware General Corporation Law.

3. The name of the surviving corporation in the merger herein certified is PSI Hospitals, Inc., a Delaware corporation, 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 Delaware General Corporation Law.

4. The Certificate of Incorporation of PSI Hospitals, Inc., a Delaware corporation, 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 Delaware General Corporation Law.

5. The executed 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: 310 25th Avenue North, Suite 209, Nashville, Tennessee 37203.

282180-1

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 authorized capital stock of PSI Hospitals, Inc., a Tennessee corporation, consists of one thousand (1,000) shares, without par value.

8. The effective time of the merger shall be 11:59 p.m., central time, October 31, 2001.

Executed on this 30th day of October, 2001.

PSI HOSPITALS, INC.
a Delaware corporation

By: _____
Steven T. Davidson, Vice President

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
PSI HOSPITALS, INC.

PSI Hospitals, Inc. (hereinafter called the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

1. The name of the corporation is PSI Hospitals, Inc.

2. The Certificate of Incorporation of the Corporation is hereby amended by deleting the first Article thereof and by substituting in lieu of said Article the following:

> "FIRST: The name of the corporation (hereinafter called the "Corporation") is Texas Hospital Holdings, Inc."

3. This amendment to the Certificate of Incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

4. This Certificate of Amendment to the Certificate of Incorporation of the Corporation shall be effective on March 31, 2006.

Dated this 15th day of March, 2006.

PSI Hospitals, Inc.

Christopher L. Howard
Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:24 PM 03/30/2006
FILED 07:24 PM 03/30/2006
SRV 060304945 - 3451232 FILE

1170270.3

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:42 PM 10/10/2007
FILED 12:02 PM 10/10/2007
SRV 071100675 - 3451232 FILE

STATE OF DELAWARE
CERTIFICATE OF CHANGE
OF REGISTERED AGENT AND/OR
REGISTERED OFFICE

The Board of Directors of Texas Hospital Holdings, Inc., a Delaware Corporation, on this 1st day of October, A.D. 2007, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Zip Code 19801.

The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served, is THE CORPORATION TRUST COMPANY.

The Corporation does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an attorney in fact the 1st day of October, A.D., 2007.

By: Samantha Jones

Name: Samantha Jones
Print or Type

Title: Attorney in Fact on behalf of Jack Polson, VP

POWER OF ATTORNEY

NOTICE IS HEREBY GIVEN THAT Psychiatric Solutions, Inc. ("Corporation"), a corporation incorporated under the laws of the state of Delaware and the direct or indirect owner of the subsidiary entities shown on Schedule A attached hereto, does hereby appoint Samantha Jones and Jennifer Shanders, employees of CT Corporation and acting solely in the capacity as employees of CT Corporation, as attorney-in-fact for the Corporation to act for the Corporation and in the Corporation's name for the limited purposes authorized herein.

The Corporation, having taken all necessary steps to authorize the changes, hereby grants its attorney-in-fact the power to execute the documents necessary to file Change of Registered Agent or documents of similar import, in any state, county, circuit court or local jurisdiction.

This Power of Attorney expires on November 30, 2007.

IN WITNESS WHEREOF the undersigned has executed this Power of Attorney on this 13th day of September, 2007.

Psychiatric Solutions, Inc.

Christopher L. Howard
Executive Vice President and Secretary

State of Tennessee
County of Williamson

On September 13, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher L. Howard, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me; he executed the same in his authorized capacity (ies), and that by his signature on the instrument, the entity upon behalf of which the person acted, executed this instrument.

Witness my hand and official seal.

A. Michelle Harris, Notary

My Commission Expires MAR. 14, 2010

PSYCHIATRIC SOLUTIONS, INC

Schedule A:

Hickory Trail Hospital, L.P.
High Plains Behavioral Health, L.P.
Canyon Ridge Real Estate, LLC
Columbus Hospital, LLC
Delaware Investment Associates, LLC
Diamond Grove Center, LLC
HHC Kingwood Investment, LLC
Indiana Psychiatric Institutes, LLC
KMI Acquisition, LLC
Liberty Point Behavioral Healthcare, LLC
Palmetto Behavioral Health Holdings, LLC
Peak Behavioral Health Services, LLC
Psychiatric Solutions Hospitals, LLC
Ramsay Managed Care, LLC
Red Rock Solutions, LLC
Shadow Mountain Behavioral Health System, LLC
TBD Acquisition, LLC
TBJ Behavioral Center, LLC
Valle Vista, LLC
Vista Health Holdings, LLC
Vista Health of Fayetteville, LLC
Vista Health of Fort Smith, LLC
Wekiva Springs Center, LLC
Willow Springs, LLC
Atlantic Shores Hospital, LLC
Behavioral Healthcare LLC
BHC Management Services of Louisiana, LLC
BHC Management Services of New Mexico, LLC
BHC Management Services of Streamwood, LLC
BHC Mesilla Valley Hospital, LLC
BHC Newco 2, LLC
BHC Newco 3, LLC
BHC Newco 4, LLC
BHC Newco 5, LLC
BHC Newco 6, LLC
BHC Newco 7, LLC
BHC Newco 8, LLC
BHC Newco 9, LLC
BHC Newco 10, LLC
BHC Northwest Psychiatric Hospital, LLC
Behavioral Educational Services, Inc.
BHC Holdings, Inc.
Brentwood Acquisition-Shreveport, Inc.
Calvary Center, Inc.
Cedar Springs Hospital, Inc.
Compass Hospital, Inc.
HHC Delaware, inc.
HHMC Partners, Inc.
Horizon Health Corporation
Horizon Health Hospital Services, Inc.
Horizon Health Physical Rehabilitation Services, Inc.
Infoscriber Corporation
Laurel Oaks Behavioral Health Center, Inc.
Mental Health Outcomes, Inc.
Premier Behavioral Solutions of Florida, Inc.
Premier Behavioral Solutions, Inc.
Psychiatric Solutions, Inc.
Ramsay Youth Services of Georgia, Inc.
Riveredge Hospital Holdings, Inc.
Springfield, Hospital, Inc.
Texas Hospital Holdings, Inc.
Transitional Care Ventures, Inc.
Tucson Health Systems, Inc.
Wellstone Holdings, Inc.

AMENDED AND RESTATED
B Y– L A W S
OF
TEXAS HOSPITAL HOLDINGS, INC.

ARTICLE I

OFFICES

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

Section 2. The corporation may also have offices at such other places both within and without the State of Delaware. As the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place either within or without the State of Delaware as may be fixed from time to time by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of shareholders shall be held on the first day of May if not a legal holiday, and if a legal holiday, then on the next secular day following, at 11 a.m. or such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten or more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 5. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president or a majority of the board of directors, or at the request in writing of shareholders owning not less than twenty percent of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Except as otherwise provided by the statute or by the articles of incorporation, written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer of persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing directors.

Section 9. When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by law or the articles of incorporation.

Section 10. Unless otherwise provided in the articles of incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

In all elections for directors every shareholder, entitled to vote, shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 11. Unless otherwise provided in the articles of incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

If the articles of incorporation provide that a consent may be signed by fewer than all of the shareholders having voting power on any question, then the consent need be signed only by shareholders holding that proportion of the total voting power on the question which is required by the articles of incorporation or by law, whichever requirement is higher. The consent, together with a certificate by the secretary of the corporation to the effect that the subscribers to the consent constitute all or the required proportion of the shareholders entitled to vote on the particular question, shall be filed with the records of proceedings of the shareholders. If the consent is signed by fewer than all of the shareholders having voting power on the question, prompt notice shall be given to all of the shareholders of the action taken pursuant to the consent.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Delaware nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

In addition, vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of Delaware, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any' personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise.

MEETINGS OF THE BOARD OF DIRECTORS

Section 6. Meetings of the board of directors, regular or special, may be held either within or without the State of Delaware.

Section 7. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 8. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 9. Except as otherwise provided by statute or the articles of incorporation, special meetings of the board of directors may be called by the president on four days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 10. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 11. A majority of the board of directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, then directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 13. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors may participate in a meeting of the board of directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

PROXY VOTE BY DIRECTORS

Section 14. Any director absent from a meeting may be represented by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of said absent director, filed with the secretary.

COMMITTEES OF DIRECTORS

Section 15. The board of directors, by resolution adopted by a majority of the board of directors, may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors, but the president may designate another director to serve on the committee pending action by the board.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

REMOVAL OF DIRECTORS

Section 16. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors, may be removed, with or without cause by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

ADVISORY COMMITTEES

The board of directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the Chairman of the Board or the directors of the corporation. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the board of directors.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it

appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Unless otherwise provided in the articles of incorporation or these by-laws, any two of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

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

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

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed with or without cause at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

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

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

THE VICE PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of and be subject to all the restrictions upon the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the state of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 7. The corporation, to the full extent permitted by the laws of the State of Delaware, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served with another corporation, partnership, joint venture or other enterprise at the request of the corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the corporation.

ARTICLE IX

AMENDMENTS

Section 1. These by-laws may be altered, amended, or repealed or new by-laws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board.

Form 207 (revised 5/01)	Certificate of Limited Partnership Pursuant to Article 6132a-1	This space reserved for office use.
Return in Duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: $750		FEB 24 2003

1. Name of Limited Partnership

The name of the limited partnership is as set forth below:

Texas Laurel Ridge Hospital, L.P.

The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," or "Ltd." as the last words or letters of its name. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

2. Principal Office

The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:

Address: 113 Seaboard Lane, Suite C-100

City	State	Zip Code	Country
Franklin	TN	37067	USA

3. Registered Agent and Registered Office (Select and complete either A or B, then complete C.)

☑ A. The initial registered agent is a corporation by the name set forth below:

OR National Registered Agents, Inc.

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name	Middle Initial	Last Name	Suffix

C. The business address of the registered agent and the registered office address is:

Street Address	City		Zip Code
1614 Sidney Baker Street	Kerrville	TX	78028

4. General Partner Information

The name, mailing address, and the street address of the business or residence of each general partner is as follows:

General Partner 1

Legal Entity: The general partner is a legal entity named:

PSI Texas Hospitals, LLC

Individual: The general partner is an individual whose name is set forth below:

First Name	M.I.	Last Name	Suffix

MAILING ADDRESS OF GENERAL PARTNER 1

Mailing Address	City	State	Zip Code
113 Seaboard Ln, Suite C-100	Franklin	TN	37067

STREET ADDRESS OF GENERAL PARTNER 1

Street Address	City	State	Zip Code
113 Seaboard Ln, Suite C-100	Franklin		37067

General Partner 2

Legal Entity: The general partner is a legal entity named:

Individual: The general partner is an individual whose name is set forth below:

Partner 2--First Name	M.I.	Last Name	Suffix

MAILING ADDRESS OF GENERAL PARTNER 2

Mailing Address	City	State	Zip Code

STREET ADDRESS OF GENERAL PARTNER 2

Street Address	City	State	Zip Code

5 Supplemental Information

Text Area:

[The attached addendum are incorporated herein by reference.]

Effective Date of Filing

[x] A. This document will become effective when the document is filed by the secretary of state.

OR

[ ] B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is

Execution

The undersigned sign this document subject to the penalties imposed by law for the submission of a false or fraudulent document.

Name	Name
PSI Texas Hospitals, LLC	
Signature of General Partner 1	**Signature of General Partner 2**

Exhibit 3.249

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

OF

TEXAS LAUREL RIDGE HOSPITAL, L.P.

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

OF

TEXAS LAUREL RIDGE HOSPITAL, L.P.

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement"), is made and entered into as of November 15, 2010, by and among Texas Hospital Holdings, LLC, a Texas limited liability company, as general partner (the "General Partner"), and Texas Hospital Holdings, Inc., a Delaware corporation (the "Limited Partner"). The General Partner and the Limited Partners are hereinafter sometimes referred to individually as a "Partner" and collectively as the "Partners."

R E C I T A L S:

WHEREAS, the Partners formed the Partnership by executing the Agreement of Limited Partnership of the Partnership, dated as of February 24, 2003 (the "Initial Agreement"), and by filing with the Office of the Secretary of State (the "Secretary of State") of the State of Texas (the "State") a Certificate of Limited Partnership on February 24, 2003 (as amended and restated from time to time, the "Certificate"); and

WHEREAS, each of the Partnership and the Partners has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the Partnership on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

SECTION 1

General

1.1 Formation. The parties hereto agree to continue, in accordance with the provisions of this Agreement, the Partnership as a limited partnership under and pursuant to the Act, and the rights and obligations of the Partners shall be as provided in the Act except as otherwise expressly provided herein.

1.2 Organization Certificates. The General Partner shall execute all certificates or documents and make all filings and recordings and perform such acts as shall constitute compliance with all requirements for the formation and maintenance of the existence of the Partnership as a limited partnership under the Act and under the laws of the United States or a state in which it has authority to do business. The General Partner shall take all action that may be necessary or appropriate for the continuation of the Partnership's valid existence as a limited partnership under the Act and under the laws of all such states.

1.3 Name. The name of the Partnership shall be Texas Laurel Ridge Hospital, L.P., all business of the Partnership shall be conducted in such name that the General Partner determines to be in the best interest of the Partnership.

1.4 Capitalized Words and Phrases. Capitalized words and phrases used herein shall have the meanings stated in Section 19 hereof, unless defined in a document to which reference is made for such definition or defined in another section of this Agreement.

SECTION 2

Term

The term of the Partnership commenced on the date of the filing of the Certificate in the Secretary of the State of the State and shall continue until dissolved as provided in Section 12. The General Partner shall cause the due filing and recording of any required amendments to and/or restatements of the Certificate as promptly as possible following the execution and delivery of this Agreement.

SECTION 3

Purpose

The sole purpose and business of the Partnership shall be to own and operate the behavioral health care hospital in Texas, including Laurel Ridge Treatment Center (the "Hospital"). In furtherance of the purpose of the Partnership, the Partnership shall have the power to do any and all of the things necessary or desirable in connection with the foregoing or as otherwise contemplated by this Agreement. The Partnership shall not engage in any other business without the prior written consent of the General Partner.

SECTION 4

Principal Place of Business

The location of the principal office of the Partnership (where the books and records of the Partnership shall be kept) is at the executive offices of UHS, which is currently located at 367 South Gulph Road King of Prussia, PA 19406.

SECTION 5

Partners; Capital Contributions; Capital Accounts; Allocations Among Partners; Partnership Interests

5.1 Capital Contributions.

(a) Capital Contribution of the Partners. The Partnership shall be owned by the Limited Partner and the General Partner, pro rata as their capital contributions relate to total capital contributed to the Partnership by the Limited Partner and the General Partner. The ownership percentages, as of the date of this Agreement, of the Limited Partner and the General Partner in the Partnership shall be as set forth on Schedule A hereto, as from time to time amended and supplemented by the Partnership (without the need for an amendment to the Agreement).

(b) Additional Capital Contributions of Partners. Except for the Capital Contributions as set forth on Schedule A hereto, no Partner shall be required to make any additional capital contributions unless all Partners consent to make such Additional Contribution.

(c) Additional Limited Partners. The General Partner may, at any time, and from time to time, admit additional Limited Partners, or may accept an additional capital contribution from any Limited Partner, who shall be considered an additional Limited Partner to the extent of such additional capital contribution; provided, that, the admission of Limited Partners and the issuance of Partnership Interests as contemplated by Section 11.3, shall require the consent of a Majority in Interest as provided in Section 6.3(h). The capital contribution of any additional Limited Partners shall be payable on a date such Limited Partner is admitted to the Partnership. As soon as practicable after the admission of any new Limited Partner or the acceptance of any additional capital contribution as herein above provided, the General Partner shall, if required, cause an appropriate amendment to the Certificate to be filed and shall deliver to each Limited Partner an amended Certificate.

5.2 Capital Accounts. Each Partner shall have a capital account ("Capital Account"), which, in addition to the adjustments set forth below, shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1 .704-1(b)(2)(iv) and shall be equal to the amount of cash contributed by such Partner to the Partnership pursuant to Subsection 5.1 and such Capital Account shall be:

(a) increased by:

(i) the fair market value of property contributed by the Partner to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Code Section 752);

(ii) allocations of net income from operations (or items thereof) and the amount of net gains (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including income and gain exempt from tax and income and gain described in Treasury Regulation Section I .704-l(bX2)(iv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-1(b)(4)(i); and

(b) decreased by:

(i) amounts paid or distributed to the Partner pursuant to Sections 8 and 11.3 (other than repayments of any loans made to the Partnership under Subsection 6.9 or Section 10 hereof);

(ii) the fair market value of property distributed to the Partner by the Partnership (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Code Section 752);

(iii) allocations to the Partner of expenditures of the Partnership described in Code Section 705 (a)(2)(B); and

(iv) allocations of Partnership loss and deductions (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including loss and deduction described in Treasury Regulation Section 1.704-1 (b)(2)(iv)(g), but excluding items described in (iii) above and loss or deduction described in Treasury Regulation Sections 1 .704-1(b)(4)(i) or 1 .704-1(b)(4)(iii).

5.3 Determination of Balance in Capital Accounts. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Partner for purposes of Sections 7 or 8, the Capital Account of the Partner shall be determined after giving effect to all adjustments provided for in Subsection 5.2 for the current Fiscal Year in respect of transactions effected prior to the date with respect to which such determination is to be made.

5.4 Withdrawal of Capital. Except as specifically provided in this Agreement, no Partner shall be entitled to withdraw any part of his Capital Account or to receive any distribution from the Partnership, and no Partner shall be entitled or required to make any additional capital contribution to the Partnership.

5.5 Capital Accounts of New Partners. Each Partner, including any additional or Substituted Limited Partner, who shall receive any Partnership Interest(s) in the Partnership or whose Partnership Interest(s) in the Partnership shall be increased by means of a Transfer to him of all or part of the Partnership Interest(s) of another Partner, shall succeed to the Capital Account of the transferor to the extent the Capital Account of the transferor relates to the transferred Partnership Interest(s).

5.6 Partners' Loans. Loans by any Partner to the Partnership shall not be considered Capital Contributions to the Partnership and shall not increase the Capital Account of the lending Partner.

5.7 Liability of Limited Partners. Except as provided in the Act, a Limited Partner shall not be liable for the obligations of the Partnership. The liability of each Limited Partner shall be limited solely to the amount of his Capital Contribution to the Partnership required by the provisions of this Agreement. Notwithstanding anything to the contrary above, a Limited Partner receiving the return of any portion of his capital contributions without violating this Agreement or the Act shall be liable to the Partnership for a period of one (1) year thereafter for the amount of the returned contribution, but only to the extent necessary to discharge the Partnership's liabilities to creditors who extended credit to the Partnership during the period prior to the date of the return of such Capital Contribution (excluding liabilities of the Partnership represented by debt, the repayment of which is secured solely by Partnership property.

5.8 Transferee Partners. Any Partner acquiring the interest of any other Partner shall, with respect to the interest so acquired, be deemed to be a Partner of the same class as the transferor.

5.9 Interest on Capital Contributions. No interest shall be paid by the Partnership on any capital contributed to the Partnership.

5.10 Allocations Among Partners. Unless otherwise expressly stated to the contrary, whenever amounts are allocated or distributed to the Partners such amounts shall be allocated or distributed among the Partners in the proportion that the Partnership Interest(s) each owns bears to the aggregate number of Partnership Interests of all the Limited Partners at the time of such allocation or distribution.

5.11 Capital Accounts to Conform with Treasury Regulations. In addition to the adjustments set forth in this Section 5, the Capital Accounts of the Partners shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1.704-l(b)(2)(iv). In this regard, at the sole and absolute discretion of the General Partner, the Partnership's assets and, accordingly, the Partner's Capital Accounts, may be adjusted to equal their respective fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Treasury Regulation Section 1.704-l(b)(2)(ii)(g).

SECTION 6

Control and Management

6.1 General. Except as specifically limited herein, the General Partner shall have full, exclusive and complete discretion in the management and control of the Partnership for accomplishing the purposes set forth in Section 3. The General Partner agrees to manage and control the affairs of the Partnership to the best of its ability and to conduct the operations contemplated under this Agreement in a careful and prudent manner and in accordance with good industry practice. Subject to the limitations set forth in this Agreement, the General Partner shall have full power and authority to execute all documents and instruments on behalf of the Partnership and to take all other requisite actions on behalf of the Partnership.

6.2 Powers of General Partner. Subject to any limitations expressly set forth in this Agreement, the General Partner shall perform or cause to be performed, at the Partnership's expense and in its name, all things necessary to own and operate, the Hospitals. Without limiting the generality of the foregoing, the General Partner (subject to the provisions of Subsection 6.3 hereof) is expressly authorized to do the following on behalf of the Partnership:

(a) enter into, amend or revise contracts, leases and other agreements that are necessary for the operations of the Hospital;

(b) borrow money on behalf of the Partnership, on a secured or unsecured basis, or refinance or modify any Partnership indebtedness;

(c) perform any and all acts necessary or appropriate for the ownership and operation of the Hospital, including without limitation, commencing, defending and/or settling litigation regarding the Hospitals or any aspect thereof;

(d) procure and maintain with responsible companies such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner;

(e) take and hold all property of the Partnership, real, personal and mixed, in the Partnership name, or in the name of a nominee of the Partnership;

(f) execute and deliver on behalf of, and in the name of the Partnership, or in the name of a nominee of the Partnership, deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale, financing statements, security agreements, installation contracts, easements, construction contracts, architectural and engineering and any and all other instruments necessary or incidental to pursuing the purpose of the Partnership or the conduct of the Partnership's business and the financing thereof,

(g) bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Partnership;

(h) establish reasonable reserve funds from Cash Flow to provide for future contingencies;

(i) loan funds to the Partnership, directly or through an Affiliate, and charge interest therefor;

(j) coordinate all accounting and clerical functions of the Partnership and employ such accountants, attorneys, managers, agents and other management or service personnel as may from time to time be required to carry on the business of the Partnership;

(k) during those periods in which the General Partner determines such funds are not necessary for the working capital needs of the Partnership, invest its available funds, or any part thereof, in such short-term investment vehicles as the General Partner determines to be in the best interests of the Partnership;

(1) execute, acknowledge and deliver any and all instruments necessary to effectuate the foregoing;

(m) operate any business normal or customary for the owners of property similar to the Hospital; and

(n) employ such staff, professionals and consultants as shall be necessary or appropriate to operate the business of the Partnership.

(o) finance and construct a replacement Hospital facility

(p) sell the assets of the Partnership including, all or substantially all of the assets of the Partnership.

6.3 Limitations on Powers of General Partner. Notwithstanding the generality of the foregoing, the General Partner shall not be empowered, without the Votes of a Majority in Interest of the Limited Partners, to:

(a) do any act in contravention of this Agreement;

(b) confess a judgment against the Partnership;

(c) possess Partnership property or assign any rights in specific Partnership property for other than a Partnership purpose;

(d) except as otherwise provided in Section 11 hereof, admit a person as a general partner into the Partnership;

(e) require any Limited Partner to make a Capital Contribution to the Partnership not provided for in this Agreement; or

(f) except as provided in this Agreement (including, without limitation, the admission of additional Limited Partners as provided herein), increase or decrease the interest of any Partner in the assets, profits, losses or distributions of the Partnership; and

(g) relieve the General Partner of any liability under this Agreement due to the assignment of its interest in the Partnership;

(h) admit additional (including by way of public offering) or Substituted Limited Partners, except as provided in Section 11 hereof;

(i) lend any Partnership funds or property to any person;

(j) change, reorganize, merge or consolidate the Partnership with or into any other legal entity (including a publicly held entity); or

6.4 No Management Powers By Limited Partners. The Limited Partners shall take no part in the control of the Partnership business and shall have no right or authority to act for or bind the Partnership. The exercise of any of the rights and powers of the Limited Partners pursuant to the terms of this Agreement shall not be deemed taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

6.5 General Partner's Liability. The General Partner shall not be liable for the return of any portion of the capital contributions of the Limited Partners. The General Partner shall not be required to contribute any amount to the capital of the Partnership except as provided in Section 5 hereof.

6.6 Limitation on Obligations of General Partner. The General Partner shall devote as much of its time and attention as is reasonably necessary and advisable to manage the affairs of the Partnership to the best advantage of the Partnership. Except as otherwise specifically set forth below, the General Partner shall not be liable to the Limited Partners because any governmental authority disallows or adjusts any deductions or credits in the Partnership's income tax returns.

6.7 Indemnification of General Partner. The General Partner shall not be liable to the Partnership or any of its Partners for any losses, claims, damages or liabilities to which the Partnership or the Limited Partners may become subject insofar as any such losses, claims, damages or liabilities arise out of or are based upon any act, error or omission or alleged act, error or omission or negligence or any other matter, except for any such losses, claims, damages or liabilities resulting from the willful misconduct or gross negligence of the General Partner. The General Partner shall be indemnified by the Partnership for any act performed by it within the scope of the authority conferred upon it by this Agreement; provided, however, that such indemnification shall be payable by the Partnership only if the General Partner (a) acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Partnership and the Partners, and (b) had no reasonable grounds to believe that its conduct was

grossly negligent or unlawful. No indemnification may be made by the Partnership in respect of any claim, issue or matter as to which the General Partner shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of its duty to the Partnership unless, and only to the extent that, the court in which such action or suit was brought determines that in view of all the circumstances of the case, despite the adjudication of liability for gross negligence or willful misconduct, the General Partner is fairly and reasonably entitled to indemnification for those expenses which the court deems proper. Any indemnity under this Section 6.7 shall be paid from, and only to the extent of, Partnership assets, and no Limited Partner shall have any personal liability on account thereof.

6.8 Dealings with General Partner and Affiliates. The Partnership is authorized to enter into business agreements, contracts and other transactions with the General Partner or any Affiliate of the General Partner and is authorized to pay fees, commissions or other consideration to the General Partner or any Affiliate of the General Partner. Any such other transaction between the Partnership and the General Partner or Affiliates of the General Partner shall be on terms not less favorable to the Partnership than those available from nonaffiliated parties.

6.9 Loans to Fund Operating Deficits. In the event that for any Fiscal Year (or part thereof) during the term of the Partnership, operations of the Partnership produce a deficit in Cash Flow, the General Partner shall have the option, but not the obligation, to cause to be advanced, as a loan, to the Partnership, the amount of said deficit (the amount of such advance referred to herein as the "Operating Deficit Loans"). The amount of the Operating Deficit Loans shall bear interest at the rate which is the lesser of the maximum rate of interest allowed by applicable law or the same rate charged the General Partner by the financial institution or other entity from which such funds are obtained (or, in the event the General Partner does not borrow such funds, an amount equal to thirteen percent (13%) per annum). The principal and interest of the Operating Deficit Loans shall be repaid only as set forth in Section 8.

SECTION 7

Net Income; Net Losses and Credits from Operations; Net Gains and Net Losses from Dissolution and Winding Up

7.1 Operations.

(a) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net income of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and the General Partner in proportion to their ownership of Partnership Interests.

(b) (i) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net losses of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(ii) The net losses allocated pursuant to Subsection 7.1 (b)(i) hereof shall not exceed the maximum amount of net losses that can be so allocated without causing any Limited Partner who is not a General Partner to have a Capital Account deficit at the end of any fiscal year. In the event some but not all of the Limited Partners (excluding the General Partner) would have Capital Account deficits as a consequence of an allocation of net losses pursuant to Subsection 7.1 (b)(i), the limitation set forth in this Subsection 7.1 (b)(ii) shall be applied on a Limited Partner by Limited Partner basis so as to allocate the maximum permissible net loss to each Limited Partner who is not a General Partner under Section 1.704-1 (b)(2)(ii)(d) of the Regulations. All losses in excess of the limitation set forth in this Subsection 7.1 (b)(ii) shall be allocated to the General Partner.

(c) In the event the Capital Accounts of the Limited Partners are reduced to zero, then, notwithstanding anything to the contrary in Subsection 7.1(b), an amount of net losses of the Partnership from operations as determined for Federal income tax purposes equal to (i) the Operating Deficit Loans made to the Partnership by the General Partner in that Fiscal Year, and/or (ii) optional loans made to the Partnership by any Partner(s) pursuant to Section 10 hereof in that Fiscal Year shall be allocated first to the General Partner and such Partner(s), in proportion to the principal amount of such loans; but all other Partnership net losses from operations as determined for Federal income tax purposes for that Fiscal Year shall be allocated in accordance with Subsection 7.1(b).

(d) All tax credits of the Partnership which give rise to valid allocations of Partnership loss or deduction will be allocated to the Partners in the same proportion as the loss and deduction giving rise to the credits are allocated to the Partners. Notwithstanding the foregoing, allocations of investment tax credits, if any, will be made in a manner consistent with governing Treasury Regulations.

7.2 Dissolution and Winding Up. All net gains and net losses of the Partnership, as determined for Federal income tax purposes, in connection with a sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, shall be allocated in the following order of priority:

(a) Allocation of Gains. Any net gains shall be allocated as follows:

(i) First, net gains shall be allocated to each Partner with a deficit Capital Account, in the same ratio as the deficit in such Partner's Capital Account bears to the aggregate of all such deficits, until all such deficits are reduced to zero;

(ii) Next, to each Limited Partner, to the extent his Capital Account, after the allocation described in Subsection 7.2(a) (1) above, is less than his Capital Investment (the "Capital Investment Deficit"), in the same proportions as the Capital Investment Deficit in each Limited Partner's Capital Account bears to the aggregate Capital Investment Deficits of all such Limited Partners, until the Capital Investment Deficits of all Limited Partners are reduced to zero;

(iii) Next, to the General Partner, to the extent of its Capital Investment Deficit; and

(iv) The balance, if any, to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(b) Allocation of Losses. Any net losses shall be allocated as follows:

(i) To the extent that the balance in the Capital Account of the Partners exceeds the amount of their Capital Investment (the "Excess Balances") in proportion to such Excess Balances until such Excess Balances are reduced to zero;

(ii) Next, to the Partners pro rata in accordance with the positive balances in their Capital Accounts until the balances in their Capital Accounts shall be reduced to zero; and

(iii) The balance of such net losses, if any, to the General Partner.

7.3 Qualified Income Offset. In the event any Limited Partner (excluding the General Partner) unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1 (b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5), or 1.704-1 (b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Capital Account deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Subsection 7.3 shall be made if and only to the extent that such Limited Partner would have a Capital Account deficit after all other allocations provided for in this Section 7 have been tentatively made without regard to this Subsection 7.3.

7.4 Minimum Gain.

(a) Notwithstanding any other provision of this Section 7, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each General Partner and Limited Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2) that is allocable to the disposition of Partnership Property subject to Nonrecourse Liabilities, determined in accordance with Treasury Regulations Section 1.704-2(d) or (ii) if such person would otherwise have a Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(b)(2) of the Treasury Regulations. This Section 7.4(a) is intended to comply with the minimum gain

chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. To the extent permitted by such section of the Treasury Regulations and for purposes of this Section 7.4(a) only, each Partner's Capital Account deficit shall be determined prior to any other allocations pursuant to this Section 7 with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

(b) Partner Minimum Gain Chargeback. Notwithstanding any other provisions of this Section 7 except Section 7.4(a), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each person who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1 .704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section l.704-2(i)(5), that is allocable to the disposition of Partnership Property subject to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(2), or (ii) if such person would otherwise have Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 7.4(b) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 7.4(b), each Partner's Capital Account deficit shall be determined prior to any allocations pursuant to this Section 7 with respect to such fiscal year, other than allocations pursuant to Section 7.4(a) hereof.

7.5 Allocation of Certain Nondeductible Expenses. Syndication expenses and costs and any other items which are paid by the Partnership and which are nondeductible and nonamortizable for Federal income tax purposes, shall be allocated in the manner provided in Subsection 7.1.

7.6 Minimum Allocation to General Partner. Notwithstanding any other provision of this Agreement, not less than one percent (1%) of the net income, net losses and credits from operations, and net gains and net losses from the dissolution and winding up of the Partnership shall, in all events, be allocated to the General Partner for each Fiscal Year, or part thereof, of the Partnership pursuant to this Section 7.

7.7 Recharacterization of Fees and Guaranteed Payments. Notwithstanding anything to the contrary in Subsections 7.1 and 7.2, in the event any fees, interest or other amounts paid or payable to the General Partner or its Affiliates are deducted by the Partnership for United States Federal income tax purposes in reliance on Code Sections 707(a) or 707(c) (or would so be if such payee were a Partner) and such fees, interest or other amounts are disallowed as deductions to the Partnership and are recharacterized as Partnership distributions, then there shall be allocated to the General Partner, prior to the allocations otherwise provided in this Section 7, an amount of net profit from operations (and to the extent such profits from operations are not

sufficient, net gains described in Subsection 7.2 hereof) for the Fiscal Year in which such fees, interest or other amounts are treated as Partnership distributions in an amount equal to such fees, interest or other amounts treated as distributions.

7.8 Gross Income Allocation. In the event any Limited Partner (excluding the General Partner) has a deficit Capital Account at the end of any Partnership fiscal year that is in excess of the sum of (i) the amount such Limited Partner is obligated to restore and (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection 7.8 shall be made if and only to the extent that such Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Subsection 7 have been tentatively made without regard to Subsection 7.3 and this Subsection 7.8.

7.9 Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Limited Partners in proportion to their Votes.

7.10 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

7.11 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

7.12 Curative Allocations.

(a) The “Regulatory Allocations” consist of the “Basic Regulatory Allocations,” as defined in Subsection 7.12(b) hereof; the “Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(c) hereof; and the “Partner Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(d).

(b) The “Basic Regulatory Allocations” consist of (1) allocations pursuant to the last sentence of Subsection 7.1(b) (ii) hereof, and (ii) allocations pursuant to Subsections 7.3, 7.8 and 7.11 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each General Partner and Limited Partner shall be equal to the

net amount that would have been allocated to each such General Partner and Limited Partner if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Subsection 7.12(b) shall only be made with respect to allocations pursuant to Subsection 7.11 hereof to the extent the General Partner reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

(c) The "Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(a) and 7.9 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount or such allocations of other items and the Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (1) no allocations pursuant to this Subsection 7.12(c) shall be made prior to the Partnership fiscal year during which there is a net decrease in Partnership Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partnership Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(c) shall be deferred with respect to allocations pursuant to Subsection 7.9 hereof to the extent the General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(a) hereof

(d) The "Partner Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(b) and 7.10 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Partner Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Partner Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Partner Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Subsection 7.12(d) shall be made with respect to allocations pursuant to Subsection 7.10 relating to a particular Partner Nonrecourse Debt prior to the Partnership fiscal year during which there is a net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partner Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(d) shall be deferred to with respect to allocations pursuant to Subsection 7.10 hereof relating to a particular Partner Nonrecourse Debt to the extent this General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(b) hereof.

(e) The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (i) apply the provisions of Subsections 7.12(b), 7.12(c) and 7.12(d) hereof in whatever order is likely to minimize the economic distortions that might otherwise

result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Subsections 7.12(b), 7.12(c) and 7.12(d) hereof among the General Partner and the Limited Partners in a manner that is likely to minimize such economic distortions.

7.13 Other Allocation Rules.

(a) The Partners are aware of the income tax consequences of the allocations made by this Section 7 and hereby agree to be bound by the provisions of this Section 7 in reporting their shares of Partnership income and loss for income tax purposes.

(b) To the extent permitted by Sections 1.704-2(h) and l.704-(i)(6) of the Treasury Regulations, the General Partner shall endeavor to treat distributions of Cash Flow from operations or proceeds available upon dissolution as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase a Capital Account deficit for any Limited Partner (excluding the General Partner).

SECTION 8

Distributions

8.1 Cash Flow from Operations and Proceeds from Capital Events. After providing for the satisfaction of the current debts and obligations of the Partnership, the General Partner shall, to make distributions of Cash Flow from operations and Proceeds from Capital Events to the Partners, to the extent available, within a reasonable period of time after the end of each Fiscal Year of the Partnership, in the following order of priority:

(a) First, the unpaid principal of, and accrued interest on, Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans;

(b) Next, the unpaid principal of, and accrued interest on, loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans; and

(c) Thereafter, the General Partner shall be permitted, but not required, to make distributions to the Partners on a pro rata basis in accordance with the number of Partnership Interests held by each of them respectively.

8.2 Proceeds Available Upon Dissolution. Upon the sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, the assets of the Partnership, after making payment of or provision for payment of all liabilities and

obligations of the Partnership (other than in regard to any loans made pursuant to Subsection 6.9 and Section 10) and after making distributions of Cash Flow from operations in the year of dissolution in accordance with Subsection 8.1, shall be distributed, as expeditiously as possible, in the following order of priority:

(a) First, to fund such reserves as the liquidator of the Partnership, as provided in Subsection 12.5, may reasonably deem necessary for any contingent liabilities or obligations of the Partnership, provided that any such reserves shall be paid by such person to an independent escrow agent, to be held by such agent or his successor for such period as such person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided;

(b) Next, the unpaid principal of and accrued interest on Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payment to be applied toward payment of accrued interest on such loans and next as a payment of the principal on such loans;

(c) Next, the unpaid principal of and interest on loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments being applied first toward payment of accrued interest on such loans and next toward payment of principal on such loans; and

(d) Next, an amount up to the aggregate positive balances of the Capital Accounts of all Partners (as adjusted to reflect the allocation of net gains or net losses under Subsection 7.2) shall be distributed to the Partners in the proportion that each Partner's positive Capital Account balance bears to the aggregate of such positive balances.

8.3 Distributions in Kind. If any assets of the Partnership shall be distributed in kind, such assets shall be distributed to the Partners entitled thereto as tenants-in-common in the same proportions as such Partners would have been entitled to cash distributions if (i) such assets had been sold for cash by the Partnership for an amount equal to the fair market value of such assets (taking Code Section 770 1(g) into account), (ii) any taxable gain or loss that would be realized by the Partnership from such sale were allocated among the Partners in accordance with Subsection 7.2, and (iii) the cash proceeds were distributed to the Partners in accordance with Subsection 8.2. The Capital Accounts of the Partners shall be increased by the amount of any gain or decreased by the amount of any loss that would be allocable to them and shall be reduced by the fair market value of the assets distributed to them under the preceding sentence.

8.4 Rights of Partners to Property. Except as otherwise provided in this Agreement, no Partner shall be entitled to demand and receive property other than cash in return for his capital contributions to the Partnership and then only as specifically stated in this Agreement.

8.5 Priorities of Limited Partners. No Limited Partner shall have any priority over any other Limited Partner as to the return of his contributions to the capital of the Partnership or as to compensation by way of income.

SECTION 9

Certain Matters Relating to Management of the Partnership and Partnership Property

9.1 General Partner's Fees. The General Partner shall act in such capacity and oversee the management of the Partnership in accordance with sound management practices. Except as otherwise provided herein, the General Partner shall not receive any compensation for managing and supervising the business affairs of the Partnership.

9.2 Partnership Expenses. Except as otherwise provided herein or in agreements made by the Partnership with third persons, the Partnership shall be responsible for paying all direct costs and expenses of owning and Operating the Hospitals and the business of the Partnership, including, without limitation, debt service, the cost of utilities, supplies, insurance premiums, taxes, advertising expenses, bookkeeping and accounting directly related to the Hospitals, legal expenses, office supplies and all other fees, costs and expenses directly attributable to the ownership, operation, maintenance and repair of the Hospitals and the business of the Partnership. In the event any such costs and expenses are or have been paid by the Partnership, then the General Partner shall be entitled to be reimbursed for the payment of same made by the General Partner on behalf of the Partnership so long as the payment is reasonably necessary for Partnership business and is reasonable in amount.

9.3 Reimbursement of Organizational Expenditures. Notwithstanding any other provision of this Agreement to the contrary, the General Partner and its Affiliates shall be entitled to receive reimbursement of the reasonable organizational expenditures of the Partnership.

SECTION 10

Optional Loans to the Partnership

From time to time any Partner may, with the consent of the General Partner, make optional loans to the Partnership or advance money on its behalf. Such loans or advances shall bear interest at a floating per annum rate equal to the lesser of (a) 13% or (b) the maximum rate, if any, allowed by applicable law. The amount of any such loan or advance, and interest thereon, shall be deemed an obligation of the Partnership to the lending Partner, payable as provided herein. The Operating Deficit Loans provided for by Subsection 6.9 shall not be treated as loans for purposes of this Section 10.

SECTION 11

Transfers of Interest of Partners

11 .1 General. Except as provided in this Section 11, the General Partner shall not Transfer any part of its interest in the Partnership, and no Limited Partner shall Transfer any part or all of his Partnership Interest(s), unless otherwise specifically permitted under other provisions of this Agreement, and then only if (i) a counterpart of the instrument of Transfer, executed and acknowledged by the parties thereto, is delivered to the Partnership and (ii) the transferee is either a citizen or resident of the United States. In addition, no Limited Partner shall be entitled to withdraw from the Partnership except as otherwise provided herein. A permitted Transfer shall be effective as of the date specified in the instrument relating thereto.

11.2 Transfers by Limited Partners. The prohibition on Transfers set forth in Subsection 11.1 above shall not be applicable to the following:

(a) The Transfer by a Limited Partner of all or a part of his Partnership Interest(s) to any person with the written consent of the General Partner, which consent may be given or withheld in the General Partner's sole and absolute discretion;

(b) The Transfer by the General Partner of its limited partnership interest, if any, at any time and from time to time, to such person or persons, in such amounts, as the General Partner may, in its sole discretion, determine;

11.3 Mandatory Transfer by Limited Partners.

(a) The Partnership will have the right to redeem the Partnership Interest(s) held by any Limited Partner if, in the sole discretion of the General Partner, there is enacted, or there is a material change in, any statutes or regulations, or the application or interpretation thereof, which may materially adversely impact any Limited Partner, the General Partner, or the organization or operation of the Partnership (any such event hereinafter referred to as a "Redemption Event"). Upon the occurrence of a Redemption Event, the General Partner may cause the redemption of the Partnership Interest(s) of a Limited Partner upon payment of the Purchase Price (as defined below). Any Partnership Interest redeemed by the Partnership under this Section 11.3(a) may be resold by the Partnership through any lawful means and the purchaser thereof admitted to the Partnership as a Limited Partner.

(b) Upon the occurrence of a Redemption Event, the Partnership must notify the Limited Partners in writing of its decision to acquire the Limited Partners' Partnership Interests. Such notice shall state: the intention of the Partnership to redeem the subject Limited Partners' Partnership Interest(s); that the Redemption is pursuant to this subsection; the date on which the closing of the Redemption shall take place (the "Closing Date"); the Purchase Price to be paid for the Partnership Interest(s); and the manner in which the Purchase Price will be paid (as provided below) and any documents which must be executed, delivered, or any other action which the General Partner or the Partnership will require of the Limited Partner in connection with the Redemption.

(c) For purposes of this Subsection, the term “Purchase Price” refers to an amount equal to the positive value of the capital account of the Limited Partner whose Partnership Interest is to be redeemed determined as of the first day of the second month preceding the Closing Date.

(d) On the Closing Date, the Partnership shall deliver the full amount of the Purchase Price to the subject Limited Partner in cash or other immediately available funds, and the subject Limited Partner shall deliver to the Partnership such executed documents of sale, transfer, redemption, withdrawal and assignment as may be deemed reasonably necessary or desirable by the General Partner to reflect the intentions of this subsection.

11.4 Transfers by General Partner. The General Partner may transfer or assign its general partnership interest in the Partnership with the affirmative Votes of a Majority in Interest. Subject to Subsection 6.3(b)(i) hereof, no assignment by the General Partner of its interest as a General Partner shall relieve such Partner of any liability hereunder. The General Partner may not withdraw as the General Partner of the Partnership unless said withdrawal occurs as a result of a permitted Transfer of the General Partner’s interest in the Partnership in accordance with the terms of this Agreement.

11.5 Rights of Transferees. No transferee of the Partnership Interest(s) of any Limited Partner shall have the right to become a Substituted Limited Partner, unless:

(a) his transferor has expressed such intention in the instrument of assignment;

(b) the transferee has executed an instrument reasonably satisfactory to the General Partner accepting, adopting and agreeing to be bound as a Limited Partner to all the terms and provisions of this Agreement;

(c) the transferor or transferee has paid all reasonable expenses of the Partnership in connection with the admission of the transferee as a Substituted Limited Partner; and

(d) the General Partner (in his sole, absolute and unfettered discretion) consents to such person becoming a Substituted Limited Partner.

11.6 Section 754 Election. In the event of a Transfer of all or part of the Partnership Interest(s) or interest(s) of a Partner in the Partnership, and at the request of the transferee, the Partnership may elect (in the General Partner’s sole and absolute discretion) pursuant to Section 754 of the Code, or the corresponding provision of subsequent law, to adjust the basis of the Partnership’s assets as provided by Sections 734 and 743 of the Code.

11.7 Profit/Loss Allocations Upon Transfer. Unless otherwise agreed between the transferor and the transferee and permitted under applicable law, upon the Transfer of all or any part of the Partnership Interest(s) or interest(s) of a Partner as hereinabove provided, the net profits, net losses, net gains and credits attributable to the Partnership Interest(s) or interest(s) so transferred shall be allocated between the transferor and the transferee as of the date set forth in the instrument of transfer, and such allocation shall be based upon the number of days during the applicable Fiscal Year of the Partnership that the Partnership Interest(s) or interest(s) so transferred was held by each of them, without regard to the results of Partnership activities during the period in which each was the holder. Distributions shall be made to the holder of record of the Partnership Interest(s) or interest(s) on the date of distribution.

11.8 Continuing Obligations. Except as otherwise provided to the contrary herein, nothing in this Section 11 shall be construed to relieve any Partner, or his successors, assigns, heirs or legal representatives, from the satisfaction of such Partner's obligations herein, including without limitation, those Limited Partner obligations under Section 5 hereof, and all such obligations shall survive any occurrence which results in such Partner ceasing to be a Partner.

SECTION 12

Dissolution and Winding Up

12.1 Events of Dissolution. The Partnership shall be dissolved and its business wound up upon the earliest to occur of:

(a) the General Partner, with the prior affirmative Votes of a Majority in Interest, determines that the Partnership should be dissolved;

(b) the Partnership becoming insolvent or bankrupt;

(c) the bankruptcy, dissolution or retirement of the last remaining General Partner; or

(d) the sale or other disposition of all or substantially all of the Partnership's assets.

For purposes of this Agreement, a "bankruptcy" of a person or entity shall be deemed to occur when such person or entity files a petition in bankruptcy, or voluntarily takes advantage of any bankruptcy or insolvency law, or is adjudicated a bankrupt, or if a petition or answer is filed proposing the adjudication of such person or entity as a bankrupt and such person or entity either consents to the filing thereof or such petition or answer is not discharged or denied prior to the expiration of sixty (60) days from the date of such filing. The insolvency of a person or entity shall be deemed to occur when the assets of such person or entity are insufficient to pay his or its liabilities as the same become due and payable and he or it shall so admit in writing.

12.2 Continuation of Partnership. Except as provided in Section 11, the General Partner agrees to serve as the general partner of the Partnership until the Partnership is dissolved and wound up. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to any, other than the last remaining, General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement by the remaining General Partner, if any. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to the last remaining General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement if, within ninety (90) days after such event, Limited Partners with not less than two-thirds (2/3rds) of the Votes of all Limited Partners shall elect in writing that the business of the Partnership should be continued and shall designate one or more persons to be substituted as general partner(s). In the event that the Limited Partners elect so to continue the Partnership with a new general partner(s), such new general partner(s) shall succeed to all of the powers, privileges and obligations (but not the rights to allocations and distributions) of the last remaining General Partner, and the interest in the Partnership of any person or entity no longer serving as a general partner shall become a limited partner's interest hereunder in the manner provided in Section 11 (except that for purposes of determining its rights to allocations and distributions under Sections 7 and 8, such interest shall continue to be treated as an interest of a general partner and such interest shall not be diluted or affected in any way, other than proportionately, by the admission of substituted general partner(s)).

12.3 Obligations Survive Dissolution. The dissolution of the Partnership shall not release or relieve any of the parties hereto of their contractual obligations under this Agreement.

12.4 Distributions Upon Dissolution. Upon any dissolution requiring the winding up of the business of the Partnership, all or part of the assets, as determined by the General Partner or such other person as is winding up the business of the Partnership, shall be sold and the proceeds thereof distributed and/or the remaining assets distributed as provided in Subsection 8.2 hereof.

SECTION 13

[INTENTIONALLY LEFT BLANK]

SECTION 14

Accounting

14.1 Fiscal Year. The fiscal year of the Partnership ("Fiscal Year") shall be the calendar year.

14.2 Books, Records and Accounting Method. The General Partner shall keep, or cause to be kept, full and accurate records of all transactions of the Partnership in accordance with the principles and practices generally accepted for the accrual method of accounting; provided, however, if allowed by law, the Partnership may adopt the cash method of accounting at any time upon the determination to do so by the General Partner.

14.3 Location of Books and Records. All of the books and records of the Partnership shall be kept and maintained at the Property. Such books and records shall be available during reasonable business hours for the reasonable inspection and examination by the Limited Partners and their authorized representatives, which parties shall have the right, at their sole cost and expense, to make copies thereof.

14.4 Federal Tax Returns. The General Partner shall prepare, or cause to be prepared, at the expense of the Partnership, a Federal information tax return, in compliance with the Code, and any required state and local tax returns for the Partnership for each tax year of the Partnership, and, in connection therewith, shall make any available or necessary elections which he determines to be in the best interests of the Partnership.

14.5 Tax Matters Partner. The General Partner is hereby designated as the Tax Matters Partner within the meaning of Section 6231 (a)(7) of the Code, for all purposes of the Code, and shall be responsible for performing the duties of the Tax Matters Partner on behalf of the Partnership and the Partners. By execution of this Agreement, each of the Limited Partners specifically consents to such designation. Additionally, each Limited Partner specifically agrees that the General Partner shall have the exclusive and continuing right to appoint a different Tax Matters Partner.

SECTION 15

Reports and Statements

15.1 Tax Return Information. By the 31st day of March of each Fiscal Year of the Partnership, the General Partner, at the expense of the Partnership, shall cause to be delivered to the Limited Partners such information as shall be necessary (including a statement for that year of each Limited Partner's share of net income, net gains, net losses and other items of the Partnership for the preceding Fiscal Year) for the preparation by the Limited Partners of their Federal, state and local income and other tax returns.

15.2 Financial Statements. By the 31st day of May of each Fiscal Year of the Partnership, the General Partner shall cause to be delivered to each of the Limited Partners financial statements of the Partnership for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles (or applicable accounting principles if such statements are kept on a cash basis of accounting) and at the expense of the Partnership, which financial statements shall set forth, as of the end of and for such Fiscal Year, the following: (a) a profit and loss statement and a balance sheet of the Partnership; (b) the balance in the Capital Account of each Partner; and (c) such other information as, in the judgment of the General Partner, shall be reasonably necessary for the Partners to be advised of the financial status and results of operations of the Partnership.

15.3 Certificate of Limited Partnership/Amendments. There shall be no obligation on the part of the General Partner to send copies of the Certificate of Limited Partnership nor amendments thereto to the Limited Partners; provided, however, a Limited Partner may request

in writing to be sent a copy of the Certificate of Limited Partnership and any amendment thereto, in which event the General Partner shall send such document(s) to the requesting Limited Partner within a reasonable period of time after such request.

SECTION 16

Bank Accounts

The General Partner shall open and maintain (in the name of the Partnership) a bank account or accounts in a bank, savings and loan association or other financial institution, the deposits of which are insured by an agency of the United States government or another insurer as the General Partner approves, in which shall be deposited all funds of the Partnership. Withdrawals from such account or accounts shall be made upon the signature or signatures of such person or persons as the General Partner shall designate. There shall be no commingling of the assets of the Partnership with the assets of any other entity or person; provided, however, that the operating revenues of the Partnership may be deposited in a central account in the name of any entity affiliated with the General Partner so long as separate entries are made on the books and records of the Partnership and on the books and records of such other entity reflecting that deposits in the bank account of such entity with respect to amounts received from the Partnership have been deposited therein for the account of the Partnership and that withdrawals from such bank account have been made for the purpose of disbursing funds to the Partnership or for the purpose of paying obligations of the Partnership.

SECTION 17

Power of Attorney

17.1 General. Each Limited Partner irrevocably constitutes and appoints the General Partner, with full power of substitution and resubstitution, as his true and lawful attorney-in-fact with full power and authority to act in his name, place and stead for his use or benefit, to execute, sign, acknowledge, swear to, deliver, file and record in the appropriate public offices as necessary the following documents:

(a) this Agreement and all amendments to, and restatements of, this Agreement;

(b) all instruments, including, without limitation, certificates of limited partnership, required in order to qualify the Partnership or cause the Partnership to exist as a limited partnership under the laws of the State;

(c) all instruments which may be required to effect the continuation of the Partnership, the admission or substitution of a limited partner, the admission of a general partner, or the dissolution and termination of the Partnership, provided such continuation, admission, substitution or dissolution and termination are in accordance with the terms of this Agreement;

(d) all consents to transfers or assignments of interests in the Partnership or to the withdrawal, redemption or reduction of any Partner's Partnership Interests in accordance with this Agreement; and

(e) all other instruments which the Partnership is required to file with any agency of the Federal government, or of any state or local government, or the filing of which the General Partner deems necessary or desirable to the conduct of the business of the Partnership.

17.2 A Special Power; Manner of Exercise; Survival. The power of attorney hereby granted by each Limited Partner to the General Partner:

(a) is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, incapacity, insolvency, dissolution or termination of the Limited Partner;

(b) may be exercised by the General Partner either by signing separately as attorney-in-fact for each Limited Partner, or, after listing all of the Limited Partners executing any instrument, by a single signature of the General Partner acting as attorney-in-fact for all of them; and

(c) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his Partnership Interest(s) (except that, where the assignee thereof has been approved by the General Partner for admission to the Partnership as a Substituted Limited Partner, this power of attorney given by the assignor shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, swear to and file any instrument necessary to effect such substitution).

17.3 Limitations. No document or amendment executed by the General Partner pursuant to this Section 17 shall, in the absence of the prior consent of all of the Limited Partners, (i) reduce the obligation of the General Partner; (ii) affect the rights or restrictions regarding the assignability of the Partnership Interest(s) or interests; (iii) modify the length of the term of the Partnership; (iv) amend this Section 17; or (v) reduce the rights or interests or enlarge the obligations of the Limited Partners. The General Partner shall promptly notify the Limited Partners of any documents or amendments executed pursuant to this Section 17.

SECTION 18

Notices

Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing, signed by or on behalf of the person giving the notice, and shall be deemed to have been given on the earlier to occur of (i) actual delivery (which includes, without limitation, facsimile delivery, provided such facsimile delivery is promptly followed by written notice of receipt) or (ii) when mailed by certified mail, postage prepaid, return receipt requested, addressed to the person or persons to whom such notice is to be given as follows (or at such other address as shall be stated in a notice similarly given):

(a) if to the Partnership or the General Partner, such notice shall be addressed to the Partnership or the General Partner in care of Universal Health Services, Inc., Universal Corporate Property, 367 South Gulph Road, King of Prussia, PA 19406, Attention: Senior Vice President - Acute Care Operations. A copy of such notice shall be given to Universal Health Services, Inc., Universal Corporate Center, 367 South Gulph Road, King of Prussia, PA 19406, Attention: General Counsel; and

(b) if to the Limited Partners, such notice shall be given to each of the Limited Partners at their respective addresses stated on Exhibit A attached hereto.

SECTION 19

Certain Defined Terms

19.1 General. As used in this Agreement, the following terms have the following respective meanings:

(a) "Act": The Revised Uniform Limited Partnership Act of the State.

(b) "Affiliate": Any subsidiary or commonly owned company related to the General Partner or any of such subsidiary's shareholders or members of the immediate family, if an individual; any person, firm or entity which, directly or indirectly, controls, is controlled by or is under common control with the General Partner, or any member of the General Partner's or any of its member's immediate families; or any person, firm or entity which is associated with the General Partner, or any member of the General Partner's or its members' immediate families in a joint venture, partnership or other form of business association. For purposes of this definition, the term "control" shall mean the ownership often percent (10%) or more of the beneficial interest in the firm or entity referred to, and the term "immediate family" shall mean the spouse, ancestors, lineal descendants, brothers and sisters of the person in question, including those adopted.

(c) "Aggregate Capital Contributions": All contributions made to the capital of the Partnership by the Partners pursuant to Section 5 hereof.

(d) "Capital Account": The account established for each Partner, as defined and adjusted in accordance with Subsection 5.2 hereof.

(e) "Capital Contributions": The amount of money or other properties that the Partners have contributed, have agreed to contribute, or are obligated under the provisions of this Agreement to contribute to the capital of the Partnership from time to time.

(f) "Capital Investment": With respect to each Partner, at any given time, an amount equal to the excess, if any, of (i) the cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the Partner (or, with respect to an additional or Substituted Limited Partner, the amount of cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the transferor Partner as well as the additional or Substituted Limited Partner) to the Partnership pursuant to Subsection 5.1, over (ii) all amounts distributed or distributable to the Partner (or, with respect to an additional or Substituted Limited Partner, the amounts distributed or distributable to the transferor Partner as well as the additional or Substituted Limited Partner) pursuant to Subsection 8.2 (other than in repayment of loans), but in no event less than zero.

(g) "Cash Flow": The excess of cash revenue from Partnership operations over cash disbursements (which disbursements shall include, without limitation, all fees paid pursuant to the terms of the Property Management Agreement), without deduction for depreciation, cost recovery or amortization and reduced by a reasonable allowance for cash reserves for repairs, replacements, contingencies and anticipated obligations (including debt service, capital improvements and replacements), as determined by the General Partner, in its sole discretion. For this purpose, revenue from Partnership operations shall not include: deposits until the same are forfeited by the persons making such deposits, insurance loss proceeds (except for any proceeds of rent interruption insurance), any award or payment made by any governmental authority in connection with the exercise of any right of eminent domain, condemnation or similar right or power.

(h) "Code": The Internal Revenue Code of 1986, as amended to the effective date of this Agreement.

(i) "Fiscal Year": The calendar year.

(j) "General Partner": Texas Hospital Holdings, LLC, a limited liability company incorporated under the laws of the State, and its successors.

(1) "Limited Partners": Texas Hospital Holdings, Inc., and any substitute or additional partners. References to "Limited Partner" shall be to any one of the Limited Partners.

(m) "Majority in Interest": As to any matter upon which Limited Partners may vote hereunder, the affirmative vote of more than fifty percent (50%) of the total Votes.

(n) "Nonrecourse Deductions": The meaning set forth in Section 1 .704-2(b)(1) of the Treasury Regulations. The amount of Nonrecourse Deductions for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Treasury Regulations.

(o) "Nonrecourse Liability": The meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(p) "Partner Minimum Gain": An amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section I .704-2(i)(3) of the Treasury Regulations.

(q) "Partner Nonrecourse Debt": The meaning set forth in Section 1 .704-2(i)(1) of the Treasury Regulations.

(r) "Partner Nonrecourse Deductions": The meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Treasury Regulations.

(s) "Partners": Collectively, the General Partner and the then existing Limited Partners of the Partnership.

(t) "Partnership": Texas Laurel Ridge Hospital, L.P., a limited partnership formed under the laws of the State.

(v) "Partnership Interest": The total interest (represented as a percentage) in the capital and profits of the Partnership acquired by a Partner. The initial Partnership Interest percentages are set forth in Section 5.1. Partnership Interests will change if additional or substituted partners are admitted as partners to the partnership. A Partner may own more than one Partnership Interest, or a half Partnership Interest of the Partnership.

(w) "Partnership Minimum Gain": The meaning set forth in Treasury Regulations Section 1.704-2(d).

(x) "Prime Rate": A floating rate equal to the prime rate announced by the Morgan Guaranty Trust Company of New York at its principal office in New York, New York, as in effect from time to time, or by its successor.

(y) "Proceeds from Capital Events": Items excluded from the definition of Cash Flow and the net proceeds of any refinancing of Partnership property or from the sale of a capital item of the Partnership which is sold other than pursuant to the dissolution and liquidation of the Partnership.

(z) "Substituted Limited Partner": A Limited Partner, not listed on Exhibit A, who is subsequently admitted to the Partnership pursuant to the provisions of Section 11 A Substituted Limited Partner shall possess all of the rights and obligations granted to and imposed upon Limited Partners pursuant to this Agreement.

(aa) "Tax Matters Partner": The General Partner.

(ab) "Transfer": The mortgage, pledge, hypothecation, transfer, sale, exchange, assignment or other disposition of any part or all of any Partnership Interest(s) or any interest in the Partnership, whether voluntarily, by operation of law, or otherwise.

(ac) "Treasury Regulations": The regulations adopted by the Secretary of Treasury.

(ad) "Vote": The vote associated with each outstanding Partnership Interest. Each Partnership Interest shall be entitled to one Vote for each 1% Partnership Interest in the Partnership, and fractional Partnership Interest, if any, shall be entitled to a fractional Vote equal to the fraction of a whole Partnership Interest that such fractional Partnership Interest represents.

SECTION 20

Binding Effect

Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

SECTION 21

Amendments

No amendment, modification or waiver of this Agreement, or any part hereof, shall be valid or effective unless (i) in writing; (ii) signed by the General Partner; (iii) approved by the affirmative Votes of a Majority in Interest; and (iv) with respect to any provision of this Agreement which provides for a concurrence of Votes by Partners greater than a Majority in Interest, the affirmative Votes of such greater number of Partners. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other condition or subsequent breach, whether of like or different nature. Notwithstanding the above, this Agreement shall be amended without the prior agreement of the Limited Partners whenever required by law or necessary to effect changes of a ministerial nature which do not adversely affect the rights or increase the obligations of the Limited Partners, including, without limitation, changes in Partners or their addresses, the admission of the Limited Partners and the addition of Substituted Limited Partners.

SECTION 22

Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 23

Counterparts

This Agreement may be executed in several counterparts, and all such counterparts, so executed, taken together shall constitute one agreement, binding on all the parties who execute this or any other counterpart hereof, notwithstanding that all the parties are not signatories to the original or the same counterpart.

SECTION 24

Miscellaneous

24.1 Copies of Documents. Upon the request of any Limited Partner, the General Partner shall deliver to such Limited Partner a conformed copy of this Agreement.

24.2 Severability. Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder hereof.

24.3 Captions. Section, subsection, paragraph and subparagraph captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or extend or describe the scope of this Agreement or the intent of any provision hereof.

24.4 Person and Gender. The masculine gender shall include the feminine and neuter genders, the singular shall include the plural and the word “person” shall include a corporation, trust, estate, partnership or other form of association or entity.

IN WITNESS WHEREOF, the parties hereto have subscribed and sworn to this Agreement of Limited Partnership as of the day and year first above written.

GENERAL PARTNER:
Texas Hospital Holdings, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

LIMITED PARTNER:
Texas Hospital Holdings, Inc.

By: _____
Name: Steve Filton
Title: Vice President

SCHEDULE A

CAPITAL CONTRIBUTION

	Consideration	Ownership
GENERAL PARTNER	$ 1.00	1%
LIMITED PARTNER	$ 99.00	99%

Form 207 (revised 5/01)		This space reserved for office use.
Return in Duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 **Filing Fee: $750**	**Certificate of Limited Partnership Pursuant to Article 6132a-1**	the Office of the Secretary of State of Tex. FEB 24 2003 Corporations Section

1. Name of Limited Partnership

The name of the limited partnership is as set forth below:

Texas San Marcos Treatment Center, L.P.

The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," or "Ltd." as the last words or letters of its name. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

2. Principal Office

The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:

Address: 113 Seaboard Lane, Suite C-100

City	State	Zip Code	Country
Franklin	TN	37067	USA

3. Registered Agent and Registered Office (Select and complete either A or B, then complete C.)

☑ A. The initial registered agent is a corporation by the name set forth below:

OR National Registered Agents, Inc.

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name	Middle Initial	Last Name	Suffix

C. The business address of the registered agent and the registered office address is:

Street Address	City		Zip Code
1614 Sidney Baker Street	Kerrville	TX	78028

4. General Partner Information

The name, mailing address, and the street address of the business or residence of each general partner is as follows:

General Partner 1

Legal Entity: The general partner is a legal entity named:

PSI Texas Hospitals, LLC

Individual: The general partner is an individual whose name is set forth below:

First Name	M.I.	Last Name	Suffix

MAILING ADDRESS OF GENERAL PARTNER 1

Mailing Address	City	State	Zip Code
113 Seaboard Ln, Suite C-100	Franklin	TN	37067

STREET ADDRESS OF GENERAL PARTNER 1

Street Address	City	State	Zip Code
113 Seaboard Ln, Suite C-100	Franklin		37067

General Partner 2

Legal Entity: The general partner is a legal entity named:

Individual: The general partner is an individual whose name is set forth below:

Partner 2--First Name	M.I.	Last Name	Suffix

MAILING ADDRESS OF GENERAL PARTNER 2

Mailing Address	City	State	Zip Code

STREET ADDRESS OF GENERAL PARTNER 2

Street Address	City	State	Zip Code

5 – Supplemental Information

Text Area:

[The attached addendum are incorporated herein by reference.]

Effective Date of Filing

[x] A. This document will become effective when the document is filed by the secretary of state.

OR

[ ] B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is

Execution

The undersigned sign this document subject to the penalties imposed by law for the submission of a false or fraudulent document.

Name	Name
PSI Texas Hospitals, LLC	
Signature of General Partner 1	**Signature of General Partner 2**

Steven T. Davidson, Vice President of Psychiatric Solutions, Inc., the sole member of PSI Texas Hospitals, LLC

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

OF

TEXAS SAN MARCOS TREATMENT CENTER, L.P.

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

OF

TEXAS SAN MARCOS TREATMENT CENTER, L.P.

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement"), is made and entered into as of November 15, 2010, by and among Texas Hospital Holdings, LLC, a Texas limited liability company, as general partner (the "General Partner"), and Texas Hospital Holdings, Inc., a Delaware corporation (the "Limited Partner"). The General Partner and the Limited Partners are hereinafter sometimes referred to individually as a "Partner" and collectively as the "Partners."

RECITALS:

WHEREAS, the Partners formed the Partnership by executing the Agreement of Limited Partnership of the Partnership, dated as of February 24, 2003 (the "Initial Agreement"), and by filing with the Office of the Secretary of State (the "Secretary of State") of the State of Texas (the "State") a Certificate of Limited Partnership on February 24, 2003 (as amended and restated from time to time, the "Certificate"); and

WHEREAS, each of the Partnership and the Partners has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the Partnership on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

SECTION 1

General

1.1 Formation. The parties hereto agree to continue, in accordance with the provisions of this Agreement, the Partnership as a limited partnership under and pursuant to the Act, and the rights and obligations of the Partners shall be as provided in the Act except as otherwise expressly provided herein.

1.2 Organization Certificates. The General Partner shall execute all certificates or documents and make all filings and recordings and perform such acts as shall constitute compliance with all requirements for the formation and maintenance of the existence of the Partnership as a limited partnership under the Act and under the laws of the United States or a state in which it has authority to do business. The General Partner shall take all action that may be necessary or appropriate for the continuation of the Partnership's valid existence as a limited partnership under the Act and under the laws of all such states.

1.3 Name. The name of the Partnership shall be Texas San Marcos Treatment Center, L.P., all business of the Partnership shall be conducted in such name that the General Partner determines to be in the best interest of the Partnership.

1.4 Capitalized Words and Phrases. Capitalized words and phrases used herein shall have the meanings stated in Section 19 hereof, unless defined in a document to which reference is made for such definition or defined in another section of this Agreement.

SECTION 2

Term

The term of the Partnership commenced on the date of the filing of the Certificate in the Secretary of the State of the State and shall continue until dissolved as provided in Section 12. The General Partner shall cause the due filing and recording of any required amendments to and/or restatements of the Certificate as promptly as possible following the execution and delivery of this Agreement.

SECTION 3

Purpose

The sole purpose and business of the Partnership shall be to own and operate the behavioral health care hospital in Texas, including San Marcos Treatment Center (the "Hospital"). In furtherance of the purpose of the Partnership, the Partnership shall have the power to do any and all of the things necessary or desirable in connection with the foregoing or as otherwise contemplated by this Agreement. The Partnership shall not engage in any other business without the prior written consent of the General Partner.

SECTION 4

Principal Place of Business

The location of the principal office of the Partnership (where the books and records of the Partnership shall be kept) is at the executive offices of UHS, which is currently located at 367 South Gulph Road King of Prussia, PA 19406.

SECTION 5

Partners; Capital Contributions; Capital Accounts; Allocations Among Partners; Partnership Interests

5.1 Capital Contributions.

(a) Capital Contribution of the Partners. The Partnership shall be owned by the Limited Partner and the General Partner, pro rata as their capital contributions relate to total capital contributed to the Partnership by the Limited Partner and the General Partner. The ownership percentages, as of the date of this Agreement, of the Limited Partner and the General Partner in the Partnership shall be as set forth on Schedule A hereto, as from time to time amended and supplemented by the Partnership (without the need for an amendment to the Agreement).

(b) Additional Capital Contributions of Partners. Except for the Capital Contributions as set forth on Schedule A hereto, no Partner shall be required to make any additional capital contributions unless all Partners consent to make such Additional Contribution.

(c) Additional Limited Partners. The General Partner may, at any time, and from time to time, admit additional Limited Partners, or may accept an additional capital contribution from any Limited Partner, who shall be considered an additional Limited Partner to the extent of such additional capital contribution; provided, that, the admission of Limited Partners and the issuance of Partnership Interests as contemplated by Section 11.3, shall require the consent of a Majority in Interest as provided in Section 6.3(h). The capital contribution of any additional Limited Partners shall be payable on a date such Limited Partner is admitted to the Partnership. As soon as practicable after the admission of any new Limited Partner or the acceptance of any additional capital contribution as herein above provided, the General Partner shall, if required, cause an appropriate amendment to the Certificate to be filed and shall deliver to each Limited Partner an amended Certificate.

5.2 Capital Accounts. Each Partner shall have a capital account ("Capital Account"), which, in addition to the adjustments set forth below, shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1 .704-1(b)(2)(iv) and shall be equal to the amount of cash contributed by such Partner to the Partnership pursuant to Subsection 5.1 and such Capital Account shall be:

(a) increased by:

(i) the fair market value of property contributed by the Partner to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Code Section 752);

(ii) allocations of net income from operations (or items thereof) and the amount of net gains (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including income and gain exempt from tax and income and gain described in Treasury Regulation Section I .704-l(bX2)(iv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-1(b)(4)(i); and

(b) decreased by:

(i) amounts paid or distributed to the Partner pursuant to Sections 8 and 11.3 (other than repayments of any loans made to the Partnership under Subsection 6.9 or Section 10 hereof);

(ii) the fair market value of property distributed to the Partner by the Partnership (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Code Section 752);

(iii) allocations to the Partner of expenditures of the Partnership described in Code Section 705 (a)(2)(B); and

(iv) allocations of Partnership loss and deductions (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including loss and deduction described in Treasury Regulation Section 1.704-1 (b)(2)(iv)(g), but excluding items described in (iii) above and loss or deduction described in Treasury Regulation Sections 1 .704-1(b)(4)(i) or 1 .704-1(b)(4)(iii).

5.3 Determination of Balance in Capital Accounts. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Partner for purposes of Sections 7 or 8, the Capital Account of the Partner shall be determined after giving effect to all adjustments provided for in Subsection 5.2 for the current Fiscal Year in respect of transactions effected prior to the date with respect to which such determination is to be made.

5.4 Withdrawal of Capital. Except as specifically provided in this Agreement, no Partner shall be entitled to withdraw any part of his Capital Account or to receive any distribution from the Partnership, and no Partner shall be entitled or required to make any additional capital contribution to the Partnership.

5.5 Capital Accounts of New Partners. Each Partner, including any additional or Substituted Limited Partner, who shall receive any Partnership Interest(s) in the Partnership or whose Partnership Interest(s) in the Partnership shall be increased by means of a Transfer to him of all or part of the Partnership Interest(s) of another Partner, shall succeed to the Capital Account of the transferor to the extent the Capital Account of the transferor relates to the transferred Partnership Interest(s).

5.6 Partners' Loans. Loans by any Partner to the Partnership shall not be considered Capital Contributions to the Partnership and shall not increase the Capital Account of the lending Partner.

5.7 Liability of Limited Partners. Except as provided in the Act, a Limited Partner shall not be liable for the obligations of the Partnership. The liability of each Limited Partner shall be limited solely to the amount of his Capital Contribution to the Partnership required by the provisions of this Agreement. Notwithstanding anything to the contrary above, a Limited Partner receiving the return of any portion of his capital contributions without violating this Agreement or the Act shall be liable to the Partnership for a period of one (1) year thereafter for the amount of the returned contribution, but only to the extent necessary to discharge the Partnership's liabilities to creditors who extended credit to the Partnership during the period prior to the date of the return of such Capital Contribution (excluding liabilities of the Partnership represented by debt, the repayment of which is secured solely by Partnership property.

5.8 Transferee Partners. Any Partner acquiring the interest of any other Partner shall, with respect to the interest so acquired, be deemed to be a Partner of the same class as the transferor.

5.9 Interest on Capital Contributions. No interest shall be paid by the Partnership on any capital contributed to the Partnership.

5.10 Allocations Among Partners. Unless otherwise expressly stated to the contrary, whenever amounts are allocated or distributed to the Partners such amounts shall be allocated or distributed among the Partners in the proportion that the Partnership Interest(s) each owns bears to the aggregate number of Partnership Interests of all the Limited Partners at the time of such allocation or distribution.

5.11 Capital Accounts to Conform with Treasury Regulations. In addition to the adjustments set forth in this Section 5, the Capital Accounts of the Partners shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1.704-l(b)(2)(iv). In this regard, at the sole and absolute discretion of the General Partner, the Partnership's assets and, accordingly, the Partner's Capital Accounts, may be adjusted to equal their respective fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Treasury Regulation Section 1.704-l(b)(2)(ii)(g).

SECTION 6

Control and Management

6.1 General. Except as specifically limited herein, the General Partner shall have full, exclusive and complete discretion in the management and control of the Partnership for accomplishing the purposes set forth in Section 3. The General Partner agrees to manage and control the affairs of the Partnership to the best of its ability and to conduct the operations contemplated under this Agreement in a careful and prudent manner and in accordance with good industry practice. Subject to the limitations set forth in this Agreement, the General Partner shall have full power and authority to execute all documents and instruments on behalf of the Partnership and to take all other requisite actions on behalf of the Partnership.

6.2 Powers of General Partner. Subject to any limitations expressly set forth in this Agreement, the General Partner shall perform or cause to be performed, at the Partnership's expense and in its name, all things necessary to own and operate, the Hospitals. Without limiting the generality of the foregoing, the General Partner (subject to the provisions of Subsection 6.3 hereof) is expressly authorized to do the following on behalf of the Partnership:

(a) enter into, amend or revise contracts, leases and other agreements that are necessary for the operations of the Hospital;

(b) borrow money on behalf of the Partnership, on a secured or unsecured basis, or refinance or modify any Partnership indebtedness;

(c) perform any and all acts necessary or appropriate for the ownership and operation of the Hospital, including without limitation, commencing, defending and/or settling litigation regarding the Hospitals or any aspect thereof;

(d) procure and maintain with responsible companies such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner;

(e) take and hold all property of the Partnership, real, personal and mixed, in the Partnership name, or in the name of a nominee of the Partnership;

(f) execute and deliver on behalf of, and in the name of the Partnership, or in the name of a nominee of the Partnership, deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale, financing statements, security agreements, installation contracts, easements, construction contracts, architectural and engineering and any and all other instruments necessary or incidental to pursuing the purpose of the Partnership or the conduct of the Partnership's business and the financing thereof,

(g) bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Partnership;

(h) establish reasonable reserve funds from Cash Flow to provide for future contingencies;

(i) loan funds to the Partnership, directly or through an Affiliate, and charge interest therefor;

(j) coordinate all accounting and clerical functions of the Partnership and employ such accountants, attorneys, managers, agents and other management or service personnel as may from time to time be required to carry on the business of the Partnership;

(k) during those periods in which the General Partner determines such funds are not necessary for the working capital needs of the Partnership, invest its available funds, or any part thereof, in such short-term investment vehicles as the General Partner determines to be in the best interests of the Partnership;

(1) execute, acknowledge and deliver any and all instruments necessary to effectuate the foregoing;

(m) operate any business normal or customary for the owners of property similar to the Hospital; and

(n) employ such staff, professionals and consultants as shall be necessary or appropriate to operate the business of the Partnership.

(o) finance and construct a replacement Hospital facility

(p) sell the assets of the Partnership including, all or substantially all of the assets of the Partnership.

6.3 Limitations on Powers of General Partner. Notwithstanding the generality of the foregoing, the General Partner shall not be empowered, without the Votes of a Majority in Interest of the Limited Partners, to:

(a) do any act in contravention of this Agreement;

(b) confess a judgment against the Partnership;

(c) possess Partnership property or assign any rights in specific Partnership property for other than a Partnership purpose;

(d) except as otherwise provided in Section 11 hereof, admit a person as a general partner into the Partnership;

(e) require any Limited Partner to make a Capital Contribution to the Partnership not provided for in this Agreement; or

(f) except as provided in this Agreement (including, without limitation, the admission of additional Limited Partners as provided herein), increase or decrease the interest of any Partner in the assets, profits, losses or distributions of the Partnership; and

(g) relieve the General Partner of any liability under this Agreement due to the assignment of its interest in the Partnership;

(h) admit additional (including by way of public offering) or Substituted Limited Partners, except as provided in Section 11 hereof;

(i) lend any Partnership funds or property to any person;

(j) change, reorganize, merge or consolidate the Partnership with or into any other legal entity (including a publicly held entity); or

6.4 No Management Powers By Limited Partners. The Limited Partners shall take no part in the control of the Partnership business and shall have no right or authority to act for or bind the Partnership. The exercise of any of the rights and powers of the Limited Partners pursuant to the terms of this Agreement shall not be deemed taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

6.5 General Partner's Liability. The General Partner shall not be liable for the return of any portion of the capital contributions of the Limited Partners. The General Partner shall not be required to contribute any amount to the capital of the Partnership except as provided in Section 5 hereof.

6.6 Limitation on Obligations of General Partner. The General Partner shall devote as much of its time and attention as is reasonably necessary and advisable to manage the affairs of the Partnership to the best advantage of the Partnership. Except as otherwise specifically set forth below, the General Partner shall not be liable to the Limited Partners because any governmental authority disallows or adjusts any deductions or credits in the Partnership's income tax returns.

6.7 Indemnification of General Partner. The General Partner shall not be liable to the Partnership or any of its Partners for any losses, claims, damages or liabilities to which the Partnership or the Limited Partners may become subject insofar as any such losses, claims, damages or liabilities arise out of or are based upon any act, error or omission or alleged act, error or omission or negligence or any other matter, except for any such losses, claims, damages or liabilities resulting from the willful misconduct or gross negligence of the General Partner. The General Partner shall be indemnified by the Partnership for any act performed by it within the scope of the authority conferred upon it by this Agreement; provided, however, that such indemnification shall be payable by the Partnership only if the General Partner (a) acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Partnership and the Partners, and (b) had no reasonable grounds to believe that its conduct was

grossly negligent or unlawful. No indemnification may be made by the Partnership in respect of any claim, issue or matter as to which the General Partner shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of its duty to the Partnership unless, and only to the extent that, the court in which such action or suit was brought determines that in view of all the circumstances of the case, despite the adjudication of liability for gross negligence or willful misconduct, the General Partner is fairly and reasonably entitled to indemnification for those expenses which the court deems proper. Any indemnity under this Section 6.7 shall be paid from, and only to the extent of, Partnership assets, and no Limited Partner shall have any personal liability on account thereof.

6.8 Dealings with General Partner and Affiliates. The Partnership is authorized to enter into business agreements, contracts and other transactions with the General Partner or any Affiliate of the General Partner and is authorized to pay fees, commissions or other consideration to the General Partner or any Affiliate of the General Partner. Any such other transaction between the Partnership and the General Partner or Affiliates of the General Partner shall be on terms not less favorable to the Partnership than those available from nonaffiliated parties.

6.9 Loans to Fund Operating Deficits. In the event that for any Fiscal Year (or part thereof) during the term of the Partnership, operations of the Partnership produce a deficit in Cash Flow, the General Partner shall have the option, but not the obligation, to cause to be advanced, as a loan, to the Partnership, the amount of said deficit (the amount of such advance referred to herein as the "Operating Deficit Loans"). The amount of the Operating Deficit Loans shall bear interest at the rate which is the lesser of the maximum rate of interest allowed by applicable law or the same rate charged the General Partner by the financial institution or other entity from which such funds are obtained (or, in the event the General Partner does not borrow such funds, an amount equal to thirteen percent (13%) per annum). The principal and interest of the Operating Deficit Loans shall be repaid only as set forth in Section 8.

SECTION 7

Net Income; Net Losses and Credits from Operations; Net Gains and Net Losses from Dissolution and Winding Up

7.1 Operations.

(a) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net income of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and the General Partner in proportion to their ownership of Partnership Interests.

(b)(i) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net losses of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(ii) The net losses allocated pursuant to Subsection 7.1 (b)(i) hereof shall not exceed the maximum amount of net losses that can be so allocated without causing any Limited Partner who is not a General Partner to have a Capital Account deficit at the end of any fiscal year. In the event some but not all of the Limited Partners (excluding the General Partner) would have Capital Account deficits as a consequence of an allocation of net losses pursuant to Subsection 7.1 (b)(i), the limitation set forth in this Subsection 7.1 (b)(ii) shall be applied on a Limited Partner by Limited Partner basis so as to allocate the maximum permissible net loss to each Limited Partner who is not a General Partner under Section 1.704-1 (b)(2)(ii)(d) of the Regulations. All losses in excess of the limitation set forth in this Subsection 7.1 (b)(ii) shall be allocated to the General Partner.

(c) In the event the Capital Accounts of the Limited Partners are reduced to zero, then, notwithstanding anything to the contrary in Subsection 7.1(b), an amount of net losses of the Partnership from operations as determined for Federal income tax purposes equal to (i) the Operating Deficit Loans made to the Partnership by the General Partner in that Fiscal Year, and/or (ii) optional loans made to the Partnership by any Partner(s) pursuant to Section 10 hereof in that Fiscal Year shall be allocated first to the General Partner and such Partner(s), in proportion to the principal amount of such loans; but all other Partnership net losses from operations as determined for Federal income tax purposes for that Fiscal Year shall be allocated in accordance with Subsection 7.1(b).

(d) All tax credits of the Partnership which give rise to valid allocations of Partnership loss or deduction will be allocated to the Partners in the same proportion as the loss and deduction giving rise to the credits are allocated to the Partners. Notwithstanding the foregoing, allocations of investment tax credits, if any, will be made in a manner consistent with governing Treasury Regulations.

7.2 Dissolution and Winding Up. All net gains and net losses of the Partnership, as determined for Federal income tax purposes, in connection with a sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, shall be allocated in the following order of priority:

(a) Allocation of Gains. Any net gains shall be allocated as follows:

(i) First, net gains shall be allocated to each Partner with a deficit Capital Account, in the same ratio as the deficit in such Partner's Capital Account bears to the aggregate of all such deficits, until all such deficits are reduced to zero;

(ii) Next, to each Limited Partner, to the extent his Capital Account, after the allocation described in Subsection 7.2(a) (1) above, is less than his Capital Investment (the "Capital Investment Deficit"), in the same proportions as the Capital Investment Deficit in each Limited Partner's Capital Account bears to the aggregate Capital Investment Deficits of all such Limited Partners, until the Capital Investment Deficits of all Limited Partners are reduced to zero;

(iii) Next, to the General Partner, to the extent of its Capital Investment Deficit; and

(iv) The balance, if any, to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(b) Allocation of Losses. Any net losses shall be allocated as follows:

(i) To the extent that the balance in the Capital Account of the Partners exceeds the amount of their Capital Investment (the "Excess Balances") in proportion to such Excess Balances until such Excess Balances are reduced to zero;

(ii) Next, to the Partners pro rata in accordance with the positive balances in their Capital Accounts until the balances in their Capital Accounts shall be reduced to zero; and

(iii) The balance of such net losses, if any, to the General Partner.

7.3 Qualified Income Offset. In the event any Limited Partner (excluding the General Partner) unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1 (b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5), or 1.704-1 (b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Capital Account deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Subsection 7.3 shall be made if and only to the extent that such Limited Partner would have a Capital Account deficit after all other allocations provided for in this Section 7 have been tentatively made without regard to this Subsection 7.3.

7.4 Minimum Gain.

(a) Notwithstanding any other provision of this Section 7, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each General Partner and Limited Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2) that is allocable to the disposition of Partnership Property subject to Nonrecourse Liabilities, determined in accordance with Treasury Regulations Section 1.704-2(d) or (ii) if such person would otherwise have a Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1 .704-2(b)(2) of the Treasury Regulations. This Section 7.4(a) is intended to comply with the minimum gain

chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. To the extent permitted by such section of the Treasury Regulations and for purposes of this Section 7.4(a) only, each Partner's Capital Account deficit shall be determined prior to any other allocations pursuant to this Section 7 with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

(b) Partner Minimum Gain Chargeback. Notwithstanding any other provisions of this Section 7 except Section 7.4(a), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each person who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1 .704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section l.704-2(i)(5), that is allocable to the disposition of Partnership Property subject to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(2), or (ii) if such person would otherwise have Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 7.4(b) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 7.4(b), each Partner's Capital Account deficit shall be determined prior to any allocations pursuant to this Section 7 with respect to such fiscal year, other than allocations pursuant to Section 7.4(a) hereof.

7.5 Allocation of Certain Nondeductible Expenses. Syndication expenses and costs and any other items which are paid by the Partnership and which are nondeductible and nonamortizable for Federal income tax purposes, shall be allocated in the manner provided in Subsection 7.1.

7.6 Minimum Allocation to General Partner. Notwithstanding any other provision of this Agreement, not less than one percent (1%) of the net income, net losses and credits from operations, and net gains and net losses from the dissolution and winding up of the Partnership shall, in all events, be allocated to the General Partner for each Fiscal Year, or part thereof, of the Partnership pursuant to this Section 7.

7.7 Recharacterization of Fees and Guaranteed Payments. Notwithstanding anything to the contrary in Subsections 7.1 and 7.2, in the event any fees, interest or other amounts paid or payable to the General Partner or its Affiliates are deducted by the Partnership for United States Federal income tax purposes in reliance on Code Sections 707(a) or 707(c) (or would so be if such payee were a Partner) and such fees, interest or other amounts are disallowed as deductions to the Partnership and are recharacterized as Partnership distributions, then there shall be allocated to the General Partner, prior to the allocations otherwise provided in this Section 7, an amount of net profit from operations (and to the extent such profits from operations are not

sufficient, net gains described in Subsection 7.2 hereof) for the Fiscal Year in which such fees, interest or other amounts are treated as Partnership distributions in an amount equal to such fees, interest or other amounts treated as distributions.

7.8 Gross Income Allocation. In the event any Limited Partner (excluding the General Partner) has a deficit Capital Account at the end of any Partnership fiscal year that is in excess of the sum of (i) the amount such Limited Partner is obligated to restore and (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection 7.8 shall be made if and only to the extent that such Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Subsection 7 have been tentatively made without regard to Subsection 7.3 and this Subsection 7.8.

7.9 Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Limited Partners in proportion to their Votes.

7.10 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

7.11 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

7.12 Curative Allocations.

(a) The “Regulatory Allocations” consist of the “Basic Regulatory Allocations,” as defined in Subsection 7.12(b) hereof; the “Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(c) hereof; and the “Partner Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(d).

(b) The “Basic Regulatory Al locations” consist of (1) allocations pursuant to the last sentence of Subsection 7.1(b) (ii) hereof, and (ii) allocations pursuant to Subsections 7.3, 7.8 and 7.11 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each General Partner and Limited Partner shall be equal to the

net amount that would have been allocated to each such General Partner and Limited Partner if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Subsection 7.12(b) shall only be made with respect to allocations pursuant to Subsection 7.11 hereof to the extent the General Partner reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

(c) The "Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(a) and 7.9 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount or such allocations of other items and the Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (1) no allocations pursuant to this Subsection 7.12(c) shall be made prior to the Partnership fiscal year during which there is a net decrease in Partnership Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partnership Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(c) shall be deferred with respect to allocations pursuant to Subsection 7.9 hereof to the extent the General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(a) hereof

(d) The "Partner Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(b) and 7.10 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Partner Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Partner Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Partner Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Subsection 7.12(d) shall be made with respect to allocations pursuant to Subsection 7.10 relating to a particular Partner Nonrecourse Debt prior to the Partnership fiscal year during which there is a net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partner Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(d) shall be deferred to with respect to allocations pursuant to Subsection 7.10 hereof relating to a particular Partner Nonrecourse Debt to the extent this General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(b) hereof.

(e) The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (i) apply the provisions of Subsections 7.12(b), 7.12(c) and 7.12(d) hereof in whatever order is likely to minimize the economic distortions that might otherwise

result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Subsections 7.12(b), 7.12(c) and 7.12(d) hereof among the General Partner and the Limited Partners in a manner that is likely to minimize such economic distortions.

7.13 Other Allocation Rules.

(a) The Partners are aware of the income tax consequences of the allocations made by this Section 7 and hereby agree to be bound by the provisions of this Section 7 in reporting their shares of Partnership income and loss for income tax purposes.

(b) To the extent permitted by Sections 1.704-2(h) and l.704-(i)(6) of the Treasury Regulations, the General Partner shall endeavor to treat distributions of Cash Flow from operations or proceeds available upon dissolution as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase a Capital Account deficit for any Limited Partner (excluding the General Partner).

SECTION 8

Distributions

8.1 Cash Flow from Operations and Proceeds from Capital Events. After providing for the satisfaction of the current debts and obligations of the Partnership, the General Partner shall, to make distributions of Cash Flow from operations and Proceeds from Capital Events to the Partners, to the extent available, within a reasonable period of time after the end of each Fiscal Year of the Partnership, in the following order of priority:

(a) First, the unpaid principal of, and accrued interest on, Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans;

(b) Next, the unpaid principal of, and accrued interest on, loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans; and

(c) Thereafter, the General Partner shall be permitted, but not required, to make distributions to the Partners on a pro rata basis in accordance with the number of Partnership Interests held by each of them respectively.

8.2 Proceeds Available Upon Dissolution. Upon the sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, the assets of the Partnership, after making payment of or provision for payment of all liabilities and

obligations of the Partnership (other than in regard to any loans made pursuant to Subsection 6.9 and Section 10) and after making distributions of Cash Flow from operations in the year of dissolution in accordance with Subsection 8.1, shall be distributed, as expeditiously as possible, in the following order of priority:

(a) First, to fund such reserves as the liquidator of the Partnership, as provided in Subsection 12.5, may reasonably deem necessary for any contingent liabilities or obligations of the Partnership, provided that any such reserves shall be paid by such person to an independent escrow agent, to be held by such agent or his successor for such period as such person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided;

(b) Next, the unpaid principal of and accrued interest on Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payment to be applied toward payment of accrued interest on such loans and next as a payment of the principal on such loans;

(c) Next, the unpaid principal of and interest on loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments being applied first toward payment of accrued interest on such loans and next toward payment of principal on such loans; and

(d) Next, an amount up to the aggregate positive balances of the Capital Accounts of all Partners (as adjusted to reflect the allocation of net gains or net losses under Subsection 7.2) shall be distributed to the Partners in the proportion that each Partner's positive Capital Account balance bears to the aggregate of such positive balances.

8.3 Distributions in Kind. If any assets of the Partnership shall be distributed in kind, such assets shall be distributed to the Partners entitled thereto as tenants-in-common in the same proportions as such Partners would have been entitled to cash distributions if (i) such assets had been sold for cash by the Partnership for an amount equal to the fair market value of such assets (taking Code Section 770 1(g) into account), (ii) any taxable gain or loss that would be realized by the Partnership from such sale were allocated among the Partners in accordance with Subsection 7.2, and (iii) the cash proceeds were distributed to the Partners in accordance with Subsection 8.2. The Capital Accounts of the Partners shall be increased by the amount of any gain or decreased by the amount of any loss that would be allocable to them and shall be reduced by the fair market value of the assets distributed to them under the preceding sentence.

8.4 Rights of Partners to Property. Except as otherwise provided in this Agreement, no Partner shall be entitled to demand and receive property other than cash in return for his capital contributions to the Partnership and then only as specifically stated in this Agreement.

8.5 Priorities of Limited Partners. No Limited Partner shall have any priority over any other Limited Partner as to the return of his contributions to the capital of the Partnership or as to compensation by way of income.

SECTION 9

Certain Matters Relating to Management of the Partnership and Partnership Property

9.1 General Partner's Fees. The General Partner shall act in such capacity and oversee the management of the Partnership in accordance with sound management practices. Except as otherwise provided herein, the General Partner shall not receive any compensation for managing and supervising the business affairs of the Partnership.

9.2 Partnership Expenses. Except as otherwise provided herein or in agreements made by the Partnership with third persons, the Partnership shall be responsible for paying all direct costs and expenses of owning and Operating the Hospitals and the business of the Partnership, including, without limitation, debt service, the cost of utilities, supplies, insurance premiums, taxes, advertising expenses, bookkeeping and accounting directly related to the Hospitals, legal expenses, office supplies and all other fees, costs and expenses directly attributable to the ownership, operation, maintenance and repair of the Hospitals and the business of the Partnership. In the event any such costs and expenses are or have been paid by the Partnership, then the General Partner shall be entitled to be reimbursed for the payment of same made by the General Partner on behalf of the Partnership so long as the payment is reasonably necessary for Partnership business and is reasonable in amount.

9.3 Reimbursement of Organizational Expenditures. Notwithstanding any other provision of this Agreement to the contrary, the General Partner and its Affiliates shall be entitled to receive reimbursement of the reasonable organizational expenditures of the Partnership.

SECTION 10

Optional Loans to the Partnership

From time to time any Partner may, with the consent of the General Partner, make optional loans to the Partnership or advance money on its behalf. Such loans or advances shall bear interest at a floating per annum rate equal to the lesser of (a) 13% or (b) the maximum rate, if any, allowed by applicable law. The amount of any such loan or advance, and interest thereon, shall be deemed an obligation of the Partnership to the lending Partner, payable as provided herein. The Operating Deficit Loans provided for by Subsection 6.9 shall not be treated as loans for purposes of this Section 10.

SECTION 11

Transfers of Interest of Partners

11 .1 General. Except as provided in this Section 11, the General Partner shall not Transfer any part of its interest in the Partnership, and no Limited Partner shall Transfer any part or all of his Partnership Interest(s), unless otherwise specifically permitted under other provisions of this Agreement, and then only if (i) a counterpart of the instrument of Transfer, executed and acknowledged by the parties thereto, is delivered to the Partnership and (ii) the transferee is either a citizen or resident of the United States. In addition, no Limited Partner shall be entitled to withdraw from the Partnership except as otherwise provided herein. A permitted Transfer shall be effective as of the date specified in the instrument relating thereto.

11.2 Transfers by Limited Partners. The prohibition on Transfers set forth in Subsection 11.1 above shall not be applicable to the following:

(a) The Transfer by a Limited Partner of all or a part of his Partnership Interest(s) to any person with the written consent of the General Partner, which consent may be given or withheld in the General Partner's sole and absolute discretion;

(b) The Transfer by the General Partner of its limited partnership interest, if any, at any time and from time to time, to such person or persons, in such amounts, as the General Partner may, in its sole discretion, determine;

11.3 Mandatory Transfer by Limited Partners.

(a) The Partnership will have the right to redeem the Partnership Interest(s) held by any Limited Partner if, in the sole discretion of the General Partner, there is enacted, or there is a material change in, any statutes or regulations, or the application or interpretation thereof, which may materially adversely impact any Limited Partner, the General Partner, or the organization or operation of the Partnership (any such event hereinafter referred to as a "Redemption Event"). Upon the occurrence of a Redemption Event, the General Partner may cause the redemption of the Partnership Interest(s) of a Limited Partner upon payment of the Purchase Price (as defined below). Any Partnership Interest redeemed by the Partnership under this Section 11.3(a) may be resold by the Partnership through any lawful means and the purchaser thereof admitted to the Partnership as a Limited Partner.

(b) Upon the occurrence of a Redemption Event, the Partnership must notify the Limited Partners in writing of its decision to acquire the Limited Partners' Partnership Interests. Such notice shall state: the intention of the Partnership to redeem the subject Limited Partners' Partnership Interest(s); that the Redemption is pursuant to this subsection; the date on which the closing of the Redemption shall take place (the "Closing Date"); the Purchase Price to be paid for the Partnership Interest(s); and the manner in which the Purchase Price will be paid (as provided below) and any documents which must be executed, delivered, or any other action which the General Partner or the Partnership will require of the Limited Partner in connection with the Redemption.

(c) For purposes of this Subsection, the term “Purchase Price” refers to an amount equal to the positive value of the capital account of the Limited Partner whose Partnership Interest is to be redeemed determined as of the first day of the second month preceding the Closing Date.

(d) On the Closing Date, the Partnership shall deliver the full amount of the Purchase Price to the subject Limited Partner in cash or other immediately available funds, and the subject Limited Partner shall deliver to the Partnership such executed documents of sale, transfer, redemption, withdrawal and assignment as may be deemed reasonably necessary or desirable by the General Partner to reflect the intentions of this subsection.

11.4 Transfers by General Partner. The General Partner may transfer or assign its general partnership interest in the Partnership with the affirmative Votes of a Majority in Interest. Subject to Subsection 6.3(b)(i) hereof, no assignment by the General Partner of its interest as a General Partner shall relieve such Partner of any liability hereunder. The General Partner may not withdraw as the General Partner of the Partnership unless said withdrawal occurs as a result of a permitted Transfer of the General Partner’s interest in the Partnership in accordance with the terms of this Agreement.

11.5 Rights of Transferees. No transferee of the Partnership Interest(s) of any Limited Partner shall have the right to become a Substituted Limited Partner, unless:

(a) his transferor has expressed such intention in the instrument of assignment;

(b) the transferee has executed an instrument reasonably satisfactory to the General Partner accepting, adopting and agreeing to be bound as a Limited Partner to all the terms and provisions of this Agreement;

(c) the transferor or transferee has paid all reasonable expenses of the Partnership in connection with the admission of the transferee as a Substituted Limited Partner; and

(d) the General Partner (in his sole, absolute and unfettered discretion) consents to such person becoming a Substituted Limited Partner.

11.6 Section 754 Election. In the event of a Transfer of all or part of the Partnership Interest(s) or interest(s) of a Partner in the Partnership, and at the request of the transferee, the Partnership may elect (in the General Partner’s sole and absolute discretion) pursuant to Section 754 of the Code, or the corresponding provision of subsequent law, to adjust the basis of the Partnership’s assets as provided by Sections 734 and 743 of the Code.

11.7 Profit/Loss Allocations Upon Transfer. Unless otherwise agreed between the transferor and the transferee and permitted under applicable law, upon the Transfer of all or any part of the Partnership Interest(s) or interest(s) of a Partner as hereinabove provided, the net profits, net losses, net gains and credits attributable to the Partnership Interest(s) or interest(s) so transferred shall be allocated between the transferor and the transferee as of the date set forth in the instrument of transfer, and such allocation shall be based upon the number of days during the applicable Fiscal Year of the Partnership that the Partnership Interest(s) or interest(s) so transferred was held by each of them, without regard to the results of Partnership activities during the period in which each was the holder. Distributions shall be made to the holder of record of the Partnership Interest(s) or interest(s) on the date of distribution.

11.8 Continuing Obligations. Except as otherwise provided to the contrary herein, nothing in this Section 11 shall be construed to relieve any Partner, or his successors, assigns, heirs or legal representatives, from the satisfaction of such Partner's obligations herein, including without limitation, those Limited Partner obligations under Section 5 hereof, and all such obligations shall survive any occurrence which results in such Partner ceasing to be a Partner.

SECTION 12

Dissolution and Winding Up

12.1 Events of Dissolution. The Partnership shall be dissolved and its business wound up upon the earliest to occur of:

(a) the General Partner, with the prior affirmative Votes of a Majority in Interest, determines that the Partnership should be dissolved;

(b) the Partnership becoming insolvent or bankrupt;

(c) the bankruptcy, dissolution or retirement of the last remaining General Partner; or

(d) the sale or other disposition of all or substantially all of the Partnership's assets.

For purposes of this Agreement, a "bankruptcy" of a person or entity shall be deemed to occur when such person or entity files a petition in bankruptcy, or voluntarily takes advantage of any bankruptcy or insolvency law, or is adjudicated a bankrupt, or if a petition or answer is filed proposing the adjudication of such person or entity as a bankrupt and such person or entity either consents to the filing thereof or such petition or answer is not discharged or denied prior to the expiration of sixty (60) days from the date of such filing. The insolvency of a person or entity shall be deemed to occur when the assets of such person or entity are insufficient to pay his or its liabilities as the same become due and payable and he or it shall so admit in writing.

12.2 Continuation of Partnership. Except as provided in Section 11, the General Partner agrees to serve as the general partner of the Partnership until the Partnership is dissolved and wound up. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to any, other than the last remaining, General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement by the remaining General Partner, if any. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to the last remaining General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement if, within ninety (90) days after such event, Limited Partners with not less than two-thirds (2/3rds) of the Votes of all Limited Partners shall elect in writing that the business of the Partnership should be continued and shall designate one or more persons to be substituted as general partner(s). In the event that the Limited Partners elect so to continue the Partnership with a new general partner(s), such new general partner(s) shall succeed to all of the powers, privileges and obligations (but not the rights to allocations and distributions) of the last remaining General Partner, and the interest in the Partnership of any person or entity no longer serving as a general partner shall become a limited partner's interest hereunder in the manner provided in Section 11 (except that for purposes of determining its rights to allocations and distributions under Sections 7 and 8, such interest shall continue to be treated as an interest of a general partner and such interest shall not be diluted or affected in any way, other than proportionately, by the admission of substituted general partner(s)).

12.3 Obligations Survive Dissolution. The dissolution of the Partnership shall not release or relieve any of the parties hereto of their contractual obligations under this Agreement.

12.4 Distributions Upon Dissolution. Upon any dissolution requiring the winding up of the business of the Partnership, all or part of the assets, as determined by the General Partner or such other person as is winding up the business of the Partnership, shall be sold and the proceeds thereof distributed and/or the remaining assets distributed as provided in Subsection 8.2 hereof.

SECTION 13

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SECTION 14

Accounting

14.1 Fiscal Year. The fiscal year of the Partnership ("Fiscal Year") shall be the calendar year.

14.2 Books, Records and Accounting Method. The General Partner shall keep, or cause to be kept, full and accurate records of all transactions of the Partnership in accordance with the principles and practices generally accepted for the accrual method of accounting; provided, however, if allowed by law, the Partnership may adopt the cash method of accounting at any time upon the determination to do so by the General Partner.

14.3 Location of Books and Records. All of the books and records of the Partnership shall be kept and maintained at the Property. Such books and records shall be available during reasonable business hours for the reasonable inspection and examination by the Limited Partners and their authorized representatives, which parties shall have the right, at their sole cost and expense, to make copies thereof.

14.4 Federal Tax Returns. The General Partner shall prepare, or cause to be prepared, at the expense of the Partnership, a Federal information tax return, in compliance with the Code, and any required state and local tax returns for the Partnership for each tax year of the Partnership, and, in connection therewith, shall make any available or necessary elections which he determines to be in the best interests of the Partnership.

14.5 Tax Matters Partner. The General Partner is hereby designated as the Tax Matters Partner within the meaning of Section 6231 (a)(7) of the Code, for all purposes of the Code, and shall be responsible for performing the duties of the Tax Matters Partner on behalf of the Partnership and the Partners. By execution of this Agreement, each of the Limited Partners specifically consents to such designation. Additionally, each Limited Partner specifically agrees that the General Partner shall have the exclusive and continuing right to appoint a different Tax Matters Partner.

SECTION 15

Reports and Statements

15.1 Tax Return Information. By the 31st day of March of each Fiscal Year of the Partnership, the General Partner, at the expense of the Partnership, shall cause to be delivered to the Limited Partners such information as shall be necessary (including a statement for that year of each Limited Partner's share of net income, net gains, net losses and other items of the Partnership for the preceding Fiscal Year) for the preparation by the Limited Partners of their Federal, state and local income and other tax returns.

15.2 Financial Statements. By the 31st day of May of each Fiscal Year of the Partnership, the General Partner shall cause to be delivered to each of the Limited Partners financial statements of the Partnership for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles (or applicable accounting principles if such statements are kept on a cash basis of accounting) and at the expense of the Partnership, which financial statements shall set forth, as of the end of and for such Fiscal Year, the following: (a) a profit and loss statement and a balance sheet of the Partnership; (b) the balance in the Capital Account of each Partner; and (c) such other information as, in the judgment of the General Partner, shall be reasonably necessary for the Partners to be advised of the financial status and results of operations of the Partnership.

15.3 Certificate of Limited Partnership/Amendments. There shall be no obligation on the part of the General Partner to send copies of the Certificate of Limited Partnership nor amendments thereto to the Limited Partners; provided, however, a Limited Partner may request in writing to be sent a copy of the Certificate of Limited Partnership and any amendment thereto, in which event the General Partner shall send such document(s) to the requesting Limited Partner within a reasonable period of time after such request.

SECTION 16

Bank Accounts

The General Partner shall open and maintain (in the name of the Partnership) a bank account or accounts in a bank, savings and loan association or other financial institution, the deposits of which are insured by an agency of the United States government or another insurer as the General Partner approves, in which shall be deposited all funds of the Partnership. Withdrawals from such account or accounts shall be made upon the signature or signatures of such person or persons as the General Partner shall designate. There shall be no commingling of the assets of the Partnership with the assets of any other entity or person; provided, however, that the operating revenues of the Partnership may be deposited in a central account in the name of any entity affiliated with the General Partner so long as separate entries are made on the books and records of the Partnership and on the books and records of such other entity reflecting that deposits in the bank account of such entity with respect to amounts received from the Partnership have been deposited therein for the account of the Partnership and that withdrawals from such bank account have been made for the purpose of disbursing funds to the Partnership or for the purpose of paying obligations of the Partnership.

SECTION 17

Power of Attorney

17.1 General. Each Limited Partner irrevocably constitutes and appoints the General Partner, with full power of substitution and resubstitution, as his true and lawful attorney-in-fact with full power and authority to act in his name, place and stead for his use or benefit, to execute, sign, acknowledge, swear to, deliver, file and record in the appropriate public offices as necessary the following documents:

(a) this Agreement and all amendments to, and restatements of, this Agreement;

(b) all instruments, including, without limitation, certificates of limited partnership, required in order to qualify the Partnership or cause the Partnership to exist as a limited partnership under the laws of the State;

(c) all instruments which may be required to effect the continuation of the Partnership, the admission or substitution of a limited partner, the admission of a general partner, or the dissolution and termination of the Partnership, provided such continuation, admission, substitution or dissolution and termination are in accordance with the terms of this Agreement;

(d) all consents to transfers or assignments of interests in the Partnership or to the withdrawal, redemption or reduction of any Partner's Partnership Interests in accordance with this Agreement; and

(e) all other instruments which the Partnership is required to file with any agency of the Federal government, or of any state or local government, or the filing of which the General Partner deems necessary or desirable to the conduct of the business of the Partnership.

17.2 A Special Power; Manner of Exercise; Survival. The power of attorney hereby granted by each Limited Partner to the General Partner:

(a) is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, incapacity, insolvency, dissolution or termination of the Limited Partner;

(b) may be exercised by the General Partner either by signing separately as attorney-in-fact for each Limited Partner, or, after listing all of the Limited Partners executing any instrument, by a single signature of the General Partner acting as attorney-in-fact for all of them; and

(c) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his Partnership Interest(s) (except that, where the assignee thereof has been approved by the General Partner for admission to the Partnership as a Substituted Limited Partner, this power of attorney given by the assignor shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, swear to and file any instrument necessary to effect such substitution).

17.3 Limitations. No document or amendment executed by the General Partner pursuant to this Section 17 shall, in the absence of the prior consent of all of the Limited Partners, (i) reduce the obligation of the General Partner; (ii) affect the rights or restrictions regarding the assignability of the Partnership Interest(s) or interests; (iii) modify the length of the term of the Partnership; (iv) amend this Section 17; or (v) reduce the rights or interests or enlarge the obligations of the Limited Partners. The General Partner shall promptly notify the Limited Partners of any documents or amendments executed pursuant to this Section 17.

SECTION 18

Notices

Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing, signed by or on behalf of the person giving the notice, and shall be deemed to have been given on the earlier to occur of (i) actual delivery (which includes, without limitation, facsimile delivery, provided such facsimile delivery is

promptly followed by written notice of receipt) or (ii) when mailed by certified mail, postage prepaid, return receipt requested, addressed to the person or persons to whom such notice is to be given as follows (or at such other address as shall be stated in a notice similarly given):

(a) if to the Partnership or the General Partner, such notice shall be addressed to the Partnership or the General Partner in care of Universal Health Services, Inc., Universal Corporate Property, 367 South Gulph Road, King of Prussia, PA 19406, Attention: Senior Vice President - Acute Care Operations. A copy of such notice shall be given to Universal Health Services, Inc., Universal Corporate Center, 367 South Gulph Road, King of Prussia, PA 19406, Attention: General Counsel; and

(b) if to the Limited Partners, such notice shall be given to each of the Limited Partners at their respective addresses stated on Exhibit A attached hereto.

SECTION 19

Certain Defined Terms

19.1 General. As used in this Agreement, the following terms have the following respective meanings:

(a) "Act": The Revised Uniform Limited Partnership Act of the State.

(b) "Affiliate": Any subsidiary or commonly owned company related to the General Partner or any of such subsidiary's shareholders or members of the immediate family, if an individual; any person, firm or entity which, directly or indirectly, controls, is controlled by or is under common control with the General Partner, or any member of the General Partner's or any of its member's immediate families; or any person, firm or entity which is associated with the General Partner, or any member of the General Partner's or its members' immediate families in a joint venture, partnership or other form of business association. For purposes of this definition, the term "control" shall mean the ownership often percent (10%) or more of the beneficial interest in the firm or entity referred to, and the term "immediate family" shall mean the spouse, ancestors, lineal descendants, brothers and sisters of the person in question, including those adopted.

(c) "Aggregate Capital Contributions": All contributions made to the capital of the Partnership by the Partners pursuant to Section 5 hereof.

(d) "Capital Account": The account established for each Partner, as defined and adjusted in accordance with Subsection 5.2 hereof.

(e) "Capital Contributions": The amount of money or other properties that the Partners have contributed, have agreed to contribute, or are obligated under the provisions of this Agreement to contribute to the capital of the Partnership from time to time.

(f) "Capital Investment": With respect to each Partner, at any given time, an amount equal to the excess, if any, of (i) the cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the Partner (or, with respect to an additional or Substituted Limited Partner, the amount of cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the transferor Partner as well as the additional or Substituted Limited Partner) to the Partnership pursuant to Subsection 5.1, over (ii) all amounts distributed or distributable to the Partner (or, with respect to an additional or Substituted Limited Partner, the amounts distributed or distributable to the transferor Partner as well as the additional or Substituted Limited Partner) pursuant to Subsection 8.2 (other than in repayment of loans), but in no event less than zero.

(g) "Cash Flow": The excess of cash revenue from Partnership operations over cash disbursements (which disbursements shall include, without limitation, all fees paid pursuant to the terms of the Property Management Agreement), without deduction for depreciation, cost recovery or amortization and reduced by a reasonable allowance for cash reserves for repairs, replacements, contingencies and anticipated obligations (including debt service, capital improvements and replacements), as determined by the General Partner, in its sole discretion. For this purpose, revenue from Partnership operations shall not include: deposits until the same are forfeited by the persons making such deposits, insurance loss proceeds (except for any proceeds of rent interruption insurance), any award or payment made by any governmental authority in connection with the exercise of any right of eminent domain, condemnation or similar right or power.

(h) "Code": The Internal Revenue Code of 1986, as amended to the effective date of this Agreement.

(i) "Fiscal Year": The calendar year.

(j) "General Partner": Texas Hospital Holdings, LLC, a limited liability company incorporated under the laws of the State, and its successors.

(1) "Limited Partners": Texas Hospital Holdings, Inc., and any substitute or additional partners. References to "Limited Partner" shall be to any one of the Limited Partners.

(m) "Majority in Interest": As to any matter upon which Limited Partners may vote hereunder, the affirmative vote of more than fifty percent (50%) of the total Votes.

(n) "Nonrecourse Deductions": The meaning set forth in Section 1 .704-2(b)(1) of the Treasury Regulations. The amount of Nonrecourse Deductions for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Treasury Regulations.

(o) "Nonrecourse Liability": The meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(p) "Partner Minimum Gain": An amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section I .704-2(i)(3) of the Treasury Regulations.

(q) "Partner Nonrecourse Debt": The meaning set forth in Section 1 .704-2(i)(1) of the Treasury Regulations.

(r) "Partner Nonrecourse Deductions": The meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Treasury Regulations.

(s) "Partners": Collectively, the General Partner and the then existing Limited Partners of the Partnership.

(t) "Partnership": Texas San Marcos Treatment Center, L.P., a limited partnership formed under the laws of the State.

(v) "Partnership Interest": The total interest (represented as a percentage) in the capital and profits of the Partnership acquired by a Partner. The initial Partnership Interest 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.

TEXAS SAN MARCOS TREATMENT CENTER, L.P.

SECTION 22

Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 23

Counterparts

This Agreement may be executed in several counterparts, and all such counterparts, so executed, taken together shall constitute one agreement, binding on all the parties who execute this or any other counterpart hereof, notwithstanding that all the parties are not signatories to the original or the same counterpart.

SECTION 24

Miscellaneous

24.1 Copies of Documents. Upon the request of any Limited Partner, the General Partner shall deliver to such Limited Partner a conformed copy of this Agreement.

24.2 Severability. Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder hereof.

24.3 Captions. Section, subsection, paragraph and subparagraph captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or extend or describe the scope of this Agreement or the intent of any provision hereof.

24.4 Person and Gender. The masculine gender shall include the feminine and neuter genders, the singular shall include the plural and the word “person” shall include a corporation, trust, estate, partnership or other form of association or entity.

TEXAS SAN MARCOS TREATMENT CENTER, L.P.

IN WITNESS WHEREOF, the parties hereto have subscribed and sworn to this Agreement of Limited Partnership as of the day and year first above written.

GENERAL PARTNER:
Texas Hospital Holdings, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

LIMITED PARTNER:
Texas Hospital Holdings, Inc.

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

TEXAS SAN MARCOS TREATMENT CENTER, L.P.

SCHEDULE A

CAPITAL CONTRIBUTION

	Consideration	Ownership
GENERAL PARTNER	$ 1.00	1%
LIMITED PARTNER	$ 99.00	99%

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

FILED
In the Office of the
Secretary of State of Texas

AUG 1 0 2001

Corporations Section

CERTIFICATE OF LIMITED PARTNERSHIP

1. The name of the limited partnership is Texas West Oaks Hospital, L.P.

2. The street address of its proposed registered office in Texas is (a P.O. Box is not sufficient)
905 Congress Avenue
Austin, TX 78701
and the name of its proposed registered agent in Texas at such address is
National Registered Agents, Inc.

3. The address of the principal office in the United States where records of the partnership are to be kept or made available is
310 25th Avenue North, Suite 209, Nashville, Tennessee 37203

4. The name, the mailing address, and the street address of the business or residence of each general partner is as follows:

NAME	MAILING ADDRESS (include city, state, zip code)	STREET ADDRESS (include city, state, zip code)
PSI Hospitals, Inc.	310 25th Ave N., Suite 209 Nashville, TN 37203	Same as Mailing Address

Date Signed: August 10, 2001

PSI HOSPITALS, INC.

General Partner(s)
Steven T. Davidson, Vice President

CERTIFICATE OF AMENDMENT
TO
THE CERTIFICATE OF LIMITED PARTNERSHIP
OF
TEXAS WEST OAKS HOSPITAL, L.P.

The undersigned, a general partner of TEXAS WEST OAKS HOSPITAL, L.P., a limited partnership, pursuant to Section 2.02 of the Texas Revised Uniform Limited Partnership Act, as amended, hereby certifies that:

1. The name of the limited partnership is Texas West Oaks Hospital, L.P.

2. The Certificate of Limited Partnership is amended as follows:

The Certificate of Limited Partnership of Texas West Oaks Hospital, L.P. is amended by striking Number 4 in its entirety and replacing therefore the following:

4. The name, the mailing address, and the street address of the business or resident of each general partner is as follows:

NAME	**MAILING ADDRESS (include city, state, zip code)**	**STREET ADDRESS (Include city, state, zip code)**
PSI Texas Hospitals, LLC	310 25th Avenue North Suite 209 Nashville, TN 37203	Same as Mailing Address

Executed on this 30th day of October, 2001.

GENERAL PARTNER:

PSI HOSPITALS, INC.

By: /s/ Steven T. Davidson
Steven T. Davidson, Vice President

[ILLEGIBLE]

[ILLEGIBLE]

Exhibit 3.253

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

OF

TEXAS WEST OAKS HOSPITAL, L.P.

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

OF

TEXAS WEST OAKS HOSPITAL, L.P.

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement"), is made and entered into as of November 15, 2010, by and among Texas Hospital Holdings, LLC, a Texas limited liability company, as general partner (the "General Partner"), and Texas Hospital Holdings, Inc., a Delaware corporation (the "Limited Partner"). The General Partner and the Limited Partners are hereinafter sometimes referred to individually as a "Partner" and collectively as the "Partners."

R E C I T A L S:

WHEREAS, the Partners formed the Partnership by executing the Agreement of Limited Partnership of the Partnership, dated as of August 10, 2001 (the "Initial Agreement"), and by filing with the Office of the Secretary of State (the "Secretary of State") of the State of Texas (the "State") a Certificate of Limited Partnership on August 10, 2001 (as amended and restated from time to time, the "Certificate"); and

WHEREAS, each of the Partnership and the Partners has become a direct or indirect wholly-owned subsidiary of Universal Health Services, Inc. ("UHS") following the acquisition of Psychiatric Solutions, Inc. and all of its direct and indirect subsidiaries by UHS; and

WHEREAS, the parties hereto wish to effect the amendment and restatement of the Initial Agreement and the continuation of the Partnership on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements of the parties hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree to amend and restate the Initial Agreement in its entirety to read as follows:

SECTION 1

General

1.1 Formation. The parties hereto agree to continue, in accordance with the provisions of this Agreement, the Partnership as a limited partnership under and pursuant to the Act, and the rights and obligations of the Partners shall be as provided in the Act except as otherwise expressly provided herein.

1.2 Organization Certificates. The General Partner shall execute all certificates or documents and make all filings and recordings and perform such acts as shall constitute compliance with all requirements for the formation and maintenance of the existence of the Partnership as a limited partnership under the Act and under the laws of the United States or a state in which it has authority to do business. The General Partner shall take all action that may be necessary or appropriate for the continuation of the Partnership's valid existence as a limited partnership under the Act and under the laws of all such states.

1.3 Name. The name of the Partnership shall be Texas West Oaks Hospital, L.P., all business of the Partnership shall be conducted in such name that the General Partner determines to be in the best interest of the Partnership.

1.4 Capitalized Words and Phrases. Capitalized words and phrases used herein shall have the meanings stated in Section 19 hereof, unless defined in a document to which reference is made for such definition or defined in another section of this Agreement.

SECTION 2

Term

The term of the Partnership commenced on the date of the filing of the Certificate in the Secretary of the State of the State and shall continue until dissolved as provided in Section 12. The General Partner shall cause the due filing and recording of any required amendments to and/or restatements of the Certificate as promptly as possible following the execution and delivery of this Agreement.

SECTION 3

Purpose

The sole purpose and business of the Partnership shall be to own and operate the behavioral health care hospital in Texas, including West Oaks Hospital (the "Hospital"). In furtherance of the purpose of the Partnership, the Partnership shall have the power to do any and all of the things necessary or desirable in connection with the foregoing or as otherwise contemplated by this Agreement. The Partnership shall not engage in any other business without the prior written consent of the General Partner.

SECTION 4

Principal Place of Business

The location of the principal office of the Partnership (where the books and records of the Partnership shall be kept) is at the executive offices of UHS, which is currently located at 367 South Gulph Road King of Prussia, PA 19406.

SECTION 5

Partners; Capital Contributions; Capital Accounts; Allocations Among Partners; Partnership Interests

5.1 Capital Contributions.

(a) Capital Contribution of the Partners. The Partnership shall be owned by the Limited Partner and the General Partner, pro rata as their capital contributions relate to total capital contributed to the Partnership by the Limited Partner and the General Partner. The ownership percentages, as of the date of this Agreement, of the Limited Partner and the General Partner in the Partnership shall be as set forth on Schedule A hereto, as from time to time amended and supplemented by the Partnership (without the need for an amendment to the Agreement).

(b) Additional Capital Contributions of Partners. Except for the Capital Contributions as set forth on Schedule A hereto, no Partner shall be required to make any additional capital contributions unless all Partners consent to make such Additional Contribution.

(c) Additional Limited Partners. The General Partner may, at any time, and from time to time, admit additional Limited Partners, or may accept an additional capital contribution from any Limited Partner, who shall be considered an additional Limited Partner to the extent of such additional capital contribution; provided, that, the admission of Limited Partners and the issuance of Partnership Interests as contemplated by Section 11.3, shall require the consent of a Majority in Interest as provided in Section 6.3(h). The capital contribution of any additional Limited Partners shall be payable on a date such Limited Partner is admitted to the Partnership. As soon as practicable after the admission of any new Limited Partner or the acceptance of any additional capital contribution as herein above provided, the General Partner shall, if required, cause an appropriate amendment to the Certificate to be filed and shall deliver to each Limited Partner an amended Certificate.

5.2 Capital Accounts. Each Partner shall have a capital account ("Capital Account"), which, in addition to the adjustments set forth below, shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1.704-1(b)(2)(iv) and shall be equal to the amount of cash contributed by such Partner to the Partnership pursuant to Subsection 5.1 and such Capital Account shall be:

(a) increased by:

(i) the fair market value of property contributed by the Partner to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Code Section 752);

(ii) allocations of net income from operations (or items thereof) and the amount of net gains (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including income and gain exempt from tax and income and gain described in Treasury Regulation Section I .704-l(bX2)(iv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-1(b)(4)(i); and

(b) decreased by:

(i) amounts paid or distributed to the Partner pursuant to Sections 8 and 11.3 (other than repayments of any loans made to the Partnership under Subsection 6.9 or Section 10 hereof);

(ii) the fair market value of property distributed to the Partner by the Partnership (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Code Section 752);

(iii) allocations to the Partner of expenditures of the Partnership described in Code Section 705 (a)(2)(B); and

(iv) allocations of Partnership loss and deductions (or items thereof) allocated to the Partner pursuant to Section 7 hereof, including loss and deduction described in Treasury Regulation Section 1.704-1 (b)(2)(iv)(g), but excluding items described in (iii) above and loss or deduction described in Treasury Regulation Sections 1.704-1(b)(4)(i) or 1.704-1(b)(4)(iii).

5.3 Determination of Balance in Capital Accounts. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Partner for purposes of Sections 7 or 8, the Capital Account of the Partner shall be determined after giving effect to all adjustments provided for in Subsection 5.2 for the current Fiscal Year in respect of transactions effected prior to the date with respect to which such determination is to be made.

5.4 Withdrawal of Capital. Except as specifically provided in this Agreement, no Partner shall be entitled to withdraw any part of his Capital Account or to receive any distribution from the Partnership, and no Partner shall be entitled or required to make any additional capital contribution to the Partnership.

5.5 Capital Accounts of New Partners. Each Partner, including any additional or Substituted Limited Partner, who shall receive any Partnership Interest(s) in the Partnership or whose Partnership Interest(s) in the Partnership shall be increased by means of a Transfer to him of all or part of the Partnership Interest(s) of another Partner, shall succeed to the Capital Account of the transferor to the extent the Capital Account of the transferor relates to the transferred Partnership Interest(s).

5.6 Partners' Loans. Loans by any Partner to the Partnership shall not be considered Capital Contributions to the Partnership and shall not increase the Capital Account of the lending Partner.

5.7 Liability of Limited Partners. Except as provided in the Act, a Limited Partner shall not be liable for the obligations of the Partnership. The liability of each Limited Partner shall be limited solely to the amount of his Capital Contribution to the Partnership required by the provisions of this Agreement. Notwithstanding anything to the contrary above, a Limited Partner receiving the return of any portion of his capital contributions without violating this Agreement or the Act shall be liable to the Partnership for a period of one (1) year thereafter for the amount of the returned contribution, but only to the extent necessary to discharge the Partnership's liabilities to creditors who extended credit to the Partnership during the period prior to the date of the return of such Capital Contribution (excluding liabilities of the Partnership represented by debt, the repayment of which is secured solely by Partnership property.

5.8 Transferee Partners. Any Partner acquiring the interest of any other Partner shall, with respect to the interest so acquired, be deemed to be a Partner of the same class as the transferor.

5.9 Interest on Capital Contributions. No interest shall be paid by the Partnership on any capital contributed to the Partnership.

5.10 Allocations Among Partners. Unless otherwise expressly stated to the contrary, whenever amounts are allocated or distributed to the Partners such amounts shall be allocated or distributed among the Partners in the proportion that the Partnership Interest(s) each owns bears to the aggregate number of Partnership Interests of all the Limited Partners at the time of such allocation or distribution.

5.11 Capital Accounts to Conform with Treasury Regulations. In addition to the adjustments set forth in this Section 5, the Capital Accounts of the Partners shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1.704-l(b)(2)(iv). In this regard, at the sole and absolute discretion of the General Partner, the Partnership's assets and, accordingly, the Partner's Capital Accounts, may be adjusted to equal their respective fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Treasury Regulation Section 1.704-l(b)(2)(ii)(g).

SECTION 6

Control and Management

6.1 General. Except as specifically limited herein, the General Partner shall have full, exclusive and complete discretion in the management and control of the Partnership for accomplishing the purposes set forth in Section 3. The General Partner agrees to manage and control the affairs of the Partnership to the best of its ability and to conduct the operations contemplated under this Agreement in a careful and prudent manner and in accordance with good industry practice. Subject to the limitations set forth in this Agreement, the General Partner shall have full power and authority to execute all documents and instruments on behalf of the Partnership and to take all other requisite actions on behalf of the Partnership.

6.2 Powers of General Partner. Subject to any limitations expressly set forth in this Agreement, the General Partner shall perform or cause to be performed, at the Partnership's expense and in its name, all things necessary to own and operate, the Hospitals. Without limiting the generality of the foregoing, the General Partner (subject to the provisions of Subsection 6.3 hereof) is expressly authorized to do the following on behalf of the Partnership:

(a) enter into, amend or revise contracts, leases and other agreements that are necessary for the operations of the Hospital;

(b) borrow money on behalf of the Partnership, on a secured or unsecured basis, or refinance or modify any Partnership indebtedness;

(c) perform any and all acts necessary or appropriate for the ownership and operation of the Hospital, including without limitation, commencing, defending and/or settling litigation regarding the Hospitals or any aspect thereof;

(d) procure and maintain with responsible companies such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner;

(e) take and hold all property of the Partnership, real, personal and mixed, in the Partnership name, or in the name of a nominee of the Partnership;

(f) execute and deliver on behalf of, and in the name of the Partnership, or in the name of a nominee of the Partnership, deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale, financing statements, security agreements, installation contracts, easements, construction contracts, architectural and engineering and any and all other instruments necessary or incidental to pursuing the purpose of the Partnership or the conduct of the Partnership's business and the financing thereof,

(g) bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Partnership;

(h) establish reasonable reserve funds from Cash Flow to provide for future contingencies;

(i) loan funds to the Partnership, directly or through an Affiliate, and charge interest therefor;

(j) coordinate all accounting and clerical functions of the Partnership and employ such accountants, attorneys, managers, agents and other management or service personnel as may from time to time be required to carry on the business of the Partnership;

(k) during those periods in which the General Partner determines such funds are not necessary for the working capital needs of the Partnership, invest its available funds, or any part thereof, in such short-term investment vehicles as the General Partner determines to be in the best interests of the Partnership;

(1) execute, acknowledge and deliver any and all instruments necessary to effectuate the foregoing;

(m) operate any business normal or customary for the owners of property similar to the Hospital; and

(n) employ such staff, professionals and consultants as shall be necessary or appropriate to operate the business of the Partnership.

(o) finance and construct a replacement Hospital facility

(p) sell the assets of the Partnership including, all or substantially all of the assets of the Partnership.

6.3 Limitations on Powers of General Partner. Notwithstanding the generality of the foregoing, the General Partner shall not be empowered, without the Votes of a Majority in Interest of the Limited Partners, to:

(a) do any act in contravention of this Agreement;

(b) confess a judgment against the Partnership;

(c) possess Partnership property or assign any rights in specific Partnership property for other than a Partnership purpose;

(d) except as otherwise provided in Section 11 hereof, admit a person as a general partner into the Partnership;

(e) require any Limited Partner to make a Capital Contribution to the Partnership not provided for in this Agreement; or

(f) except as provided in this Agreement (including, without limitation, the admission of additional Limited Partners as provided herein), increase or decrease the interest of any Partner in the assets, profits, losses or distributions of the Partnership; and

(g) relieve the General Partner of any liability under this Agreement due to the assignment of its interest in the Partnership;

(h) admit additional (including by way of public offering) or Substituted Limited Partners, except as provided in Section 11 hereof;

(i) lend any Partnership funds or property to any person;

(j) change, reorganize, merge or consolidate the Partnership with or into any other legal entity (including a publicly held entity); or

6.4 No Management Powers By Limited Partners. The Limited Partners shall take no part in the control of the Partnership business and shall have no right or authority to act for or bind the Partnership. The exercise of any of the rights and powers of the Limited Partners pursuant to the terms of this Agreement shall not be deemed taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

6.5 General Partner's Liability. The General Partner shall not be liable for the return of any portion of the capital contributions of the Limited Partners. The General Partner shall not be required to contribute any amount to the capital of the Partnership except as provided in Section 5 hereof.

6.6 Limitation on Obligations of General Partner. The General Partner shall devote as much of its time and attention as is reasonably necessary and advisable to manage the affairs of the Partnership to the best advantage of the Partnership. Except as otherwise specifically set forth below, the General Partner shall not be liable to the Limited Partners because any governmental authority disallows or adjusts any deductions or credits in the Partnership's income tax returns.

6.7 Indemnification of General Partner. The General Partner shall not be liable to the Partnership or any of its Partners for any losses, claims, damages or liabilities to which the Partnership or the Limited Partners may become subject insofar as any such losses, claims, damages or liabilities arise out of or are based upon any act, error or omission or alleged act, error or omission or negligence or any other matter, except for any such losses, claims, damages or liabilities resulting from the willful misconduct or gross negligence of the General Partner. The General Partner shall be indemnified by the Partnership for any act performed by it within the scope of the authority conferred upon it by this Agreement; provided, however, that such indemnification shall be payable by the Partnership only if the General Partner (a) acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Partnership and the Partners, and (b) had no reasonable grounds to believe that its conduct was

grossly negligent or unlawful. No indemnification may be made by the Partnership in respect of any claim, issue or matter as to which the General Partner shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of its duty to the Partnership unless, and only to the extent that, the court in which such action or suit was brought determines that in view of all the circumstances of the case, despite the adjudication of liability for gross negligence or willful misconduct, the General Partner is fairly and reasonably entitled to indemnification for those expenses which the court deems proper. Any indemnity under this Section 6.7 shall be paid from, and only to the extent of, Partnership assets, and no Limited Partner shall have any personal liability on account thereof.

6.8 Dealings with General Partner and Affiliates. The Partnership is authorized to enter into business agreements, contracts and other transactions with the General Partner or any Affiliate of the General Partner and is authorized to pay fees, commissions or other consideration to the General Partner or any Affiliate of the General Partner. Any such other transaction between the Partnership and the General Partner or Affiliates of the General Partner shall be on terms not less favorable to the Partnership than those available from nonaffiliated parties.

6.9 Loans to Fund Operating Deficits. In the event that for any Fiscal Year (or part thereof) during the term of the Partnership, operations of the Partnership produce a deficit in Cash Flow, the General Partner shall have the option, but not the obligation, to cause to be advanced, as a loan, to the Partnership, the amount of said deficit (the amount of such advance referred to herein as the "Operating Deficit Loans"). The amount of the Operating Deficit Loans shall bear interest at the rate which is the lesser of the maximum rate of interest allowed by applicable law or the same rate charged the General Partner by the financial institution or other entity from which such funds are obtained (or, in the event the General Partner does not borrow such funds, an amount equal to thirteen percent (13%) per annum). The principal and interest of the Operating Deficit Loans shall be repaid only as set forth in Section 8.

SECTION 7

Net Income; Net Losses and Credits from Operations; Net Gains and Net Losses from Dissolution and Winding Up

7.1 Operations.

(a) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net income of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and the General Partner in proportion to their ownership of Partnership Interests.

(b) (i) After giving effect to the special allocations set forth in Subsections 7.3, 7.4, 7.8, 7.9, 7.11 and 7.12, all net losses of the Partnership from operations (as distinguished from transactions described in Subsection 7.2) for each Fiscal Year, or part thereof, of the Partnership, as determined for Federal income tax purposes, shall be allocated to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(ii) The net losses allocated pursuant to Subsection 7.1 (b)(i) hereof shall not exceed the maximum amount of net losses that can be so allocated without causing any Limited Partner who is not a General Partner to have a Capital Account deficit at the end of any fiscal year. In the event some but not all of the Limited Partners (excluding the General Partner) would have Capital Account deficits as a consequence of an allocation of net losses pursuant to Subsection 7.1 (b)(i), the limitation set forth in this Subsection 7.1 (b)(ii) shall be applied on a Limited Partner by Limited Partner basis so as to allocate the maximum permissible net loss to each Limited Partner who is not a General Partner under Section 1.704-1 (b)(2)(ii)(d) of the Regulations. All losses in excess of the limitation set forth in this Subsection 7.1 (b)(ii) shall be allocated to the General Partner.

(c) In the event the Capital Accounts of the Limited Partners are reduced to zero, then, notwithstanding anything to the contrary in Subsection 7.1(b), an amount of net losses of the Partnership from operations as determined for Federal income tax purposes equal to (i) the Operating Deficit Loans made to the Partnership by the General Partner in that Fiscal Year, and/or (ii) optional loans made to the Partnership by any Partner(s) pursuant to Section 10 hereof in that Fiscal Year shall be allocated first to the General Partner and such Partner(s), in proportion to the principal amount of such loans; but all other Partnership net losses from operations as determined for Federal income tax purposes for that Fiscal Year shall be allocated in accordance with Subsection 7.1(b).

(d) All tax credits of the Partnership which give rise to valid allocations of Partnership loss or deduction will be allocated to the Partners in the same proportion as the loss and deduction giving rise to the credits are allocated to the Partners. Notwithstanding the foregoing, allocations of investment tax credits, if any, will be made in a manner consistent with governing Treasury Regulations.

7.2 Dissolution and Winding Up. All net gains and net losses of the Partnership, as determined for Federal income tax purposes, in connection with a sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, shall be allocated in the following order of priority:

(a) Allocation of Gains. Any net gains shall be allocated as follows:

(i) First, net gains shall be allocated to each Partner with a deficit Capital Account, in the same ratio as the deficit in such Partner's Capital Account bears to the aggregate of all such deficits, until all such deficits are reduced to zero;

(ii) Next, to each Limited Partner, to the extent his Capital Account, after the allocation described in Subsection 7.2(a) (1) above, is less than his Capital Investment (the "Capital Investment Deficit"), in the same proportions as the Capital Investment Deficit in each Limited Partner's Capital Account bears to the aggregate Capital Investment Deficits of all such Limited Partners, until the Capital Investment Deficits of all Limited Partners are reduced to zero;

(iii) Next, to the General Partner, to the extent of its Capital Investment Deficit; and

(iv) The balance, if any, to the Limited Partners and to the General Partner in proportion to their ownership of Partnership Interests.

(b) Allocation of Losses. Any net losses shall be allocated as follows:

(i) To the extent that the balance in the Capital Account of the Partners exceeds the amount of their Capital Investment (the "Excess Balances") in proportion to such Excess Balances until such Excess Balances are reduced to zero;

(ii) Next, to the Partners pro rata in accordance with the positive balances in their Capital Accounts until the balances in their Capital Accounts shall be reduced to zero; and

(iii) The balance of such net losses, if any, to the General Partner.

7.3 Qualified Income Offset. In the event any Limited Partner (excluding the General Partner) unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1 (b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5), or 1.704-1 (b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Capital Account deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Subsection 7.3 shall be made if and only to the extent that such Limited Partner would have a Capital Account deficit after all other allocations provided for in this Section 7 have been tentatively made without regard to this Subsection 7.3.

7.4 Minimum Gain.

(a) Notwithstanding any other provision of this Section 7, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each General Partner and Limited Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2) that is allocable to the disposition of Partnership Property subject to Nonrecourse Liabilities, determined in accordance with Treasury Regulations Section 1.704-2(d) or (ii) if such person would otherwise have a Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1 .704-2(b)(2) of the Treasury Regulations. This Section 7.4(a) is intended to comply with the minimum gain

chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. To the extent permitted by such section of the Treasury Regulations and for purposes of this Section 7.4(a) only, each Partner's Capital Account deficit shall be determined prior to any other allocations pursuant to this Section 7 with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

(b) Partner Minimum Gain Chargeback. Notwithstanding any other provisions of this Section 7 except Section 7.4(a), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each person who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1 .704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such person's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section l.704-2(i)(5), that is allocable to the disposition of Partnership Property subject to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(2), or (ii) if such person would otherwise have Capital Account deficit at the end of such year, an amount sufficient to eliminate such Capital Account deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 7.4(b) is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 7.4(b), each Partner's Capital Account deficit shall be determined prior to any allocations pursuant to this Section 7 with respect to such fiscal year, other than allocations pursuant to Section 7.4(a) hereof.

7.5 Allocation of Certain Nondeductible Expenses. Syndication expenses and costs and any other items which are paid by the Partnership and which are nondeductible and nonamortizable for Federal income tax purposes, shall be allocated in the manner provided in Subsection 7.1.

7.6 Minimum Allocation to General Partner. Notwithstanding any other provision of this Agreement, not less than one percent (1%) of the net income, net losses and credits from operations, and net gains and net losses from the dissolution and winding up of the Partnership shall, in all events, be allocated to the General Partner for each Fiscal Year, or part thereof, of the Partnership pursuant to this Section 7.

7.7 Recharacterization of Fees and Guaranteed Payments. Notwithstanding anything to the contrary in Subsections 7.1 and 7.2, in the event any fees, interest or other amounts paid or payable to the General Partner or its Affiliates are deducted by the Partnership for United States Federal income tax purposes in reliance on Code Sections 707(a) or 707(c) (or would so be if such payee were a Partner) and such fees, interest or other amounts are disallowed as deductions to the Partnership and are recharacterized as Partnership distributions, then there shall be allocated to the General Partner, prior to the allocations otherwise provided in this Section 7, an amount of net profit from operations (and to the extent such profits from operations are not

sufficient, net gains described in Subsection 7.2 hereof) for the Fiscal Year in which such fees, interest or other amounts are treated as Partnership distributions in an amount equal to such fees, interest or other amounts treated as distributions.

7.8 Gross Income Allocation. In the event any Limited Partner (excluding the General Partner) has a deficit Capital Account at the end of any Partnership fiscal year that is in excess of the sum of (i) the amount such Limited Partner is obligated to restore and (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection 7.8 shall be made if and only to the extent that such Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Subsection 7 have been tentatively made without regard to Subsection 7.3 and this Subsection 7.8.

7.9 Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Limited Partners in proportion to their Votes.

7.10 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specifically allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

7.11 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

7.12 Curative Allocations.

(a) The “Regulatory Allocations” consist of the “Basic Regulatory Allocations,” as defined in Subsection 7.12(b) hereof; the “Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(c) hereof; and the “Partner Nonrecourse Regulatory Allocations,” as defined in Subsection 7.12(d).

(b) The “Basic Regulatory Al locations” consist of (1) allocations pursuant to the last sentence of Subsection 7.1(b) (ii) hereof, and (ii) allocations pursuant to Subsections 7.3, 7.8 and 7.11 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each General Partner and Limited Partner shall be equal to the

net amount that would have been allocated to each such General Partner and Limited Partner if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Subsection 7.12(b) shall only be made with respect to allocations pursuant to Subsection 7.11 hereof to the extent the General Partner reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

(c) The "Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(a) and 7.9 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount or such allocations of other items and the Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (1) no allocations pursuant to this Subsection 7.12(c) shall be made prior to the Partnership fiscal year during which there is a net decrease in Partnership Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partnership Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(c) shall be deferred with respect to allocations pursuant to Subsection 7.9 hereof to the extent the General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(a) hereof

(d) The "Partner Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Subsections 7.4(b) and 7.10 hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Partner Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partner and the Limited Partners so that, to the extent possible, the net amount of such allocations of other items and the Partner Nonrecourse Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Partner Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Subsection 7.12(d) shall be made with respect to allocations pursuant to Subsection 7.10 relating to a particular Partner Nonrecourse Debt prior to the Partnership fiscal year during which there is a net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partner Minimum Gain, and (ii) allocations pursuant to this Subsection 7.12(d) shall be deferred to with respect to allocations pursuant to Subsection 7.10 hereof relating to a particular Partner Nonrecourse Debt to the extent this General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Subsection 7.4(b) hereof.

(e) The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (i) apply the provisions of Subsections 7.12(b), 7.12(c) and 7.12(d) hereof in whatever order is likely to minimize the economic distortions that might otherwise

result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Subsections 7.12(b), 7.12(c) and 7.12(d) hereof among the General Partner and the Limited Partners in a manner that is likely to minimize such economic distortions.

7.13 Other Allocation Rules.

(a) The Partners are aware of the income tax consequences of the allocations made by this Section 7 and hereby agree to be bound by the provisions of this Section 7 in reporting their shares of Partnership income and loss for income tax purposes.

(b) To the extent permitted by Sections 1.704-2(h) and l.704-(i)(6) of the Treasury Regulations, the General Partner shall endeavor to treat distributions of Cash Flow from operations or proceeds available upon dissolution as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase a Capital Account deficit for any Limited Partner (excluding the General Partner).

SECTION 8

Distributions

8.1 Cash Flow from Operations and Proceeds from Capital Events. After providing for the satisfaction of the current debts and obligations of the Partnership, the General Partner shall, to make distributions of Cash Flow from operations and Proceeds from Capital Events to the Partners, to the extent available, within a reasonable period of time after the end of each Fiscal Year of the Partnership, in the following order of priority:

(a) First, the unpaid principal of, and accrued interest on, Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans;

(b) Next, the unpaid principal of, and accrued interest on, loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments to be applied first toward payment of accrued interest on such loans and next toward payment of the principal of such loans; and

(c) Thereafter, the General Partner shall be permitted, but not required, to make distributions to the Partners on a pro rata basis in accordance with the number of Partnership Interests held by each of them respectively.

8.2 Proceeds Available Upon Dissolution. Upon the sale of all or substantially all of the assets of the Partnership and/or the dissolution and winding up of the Partnership, the assets of the Partnership, after making payment of or provision for payment of all liabilities and

obligations of the Partnership (other than in regard to any loans made pursuant to Subsection 6.9 and Section 10) and after making distributions of Cash Flow from operations in the year of dissolution in accordance with Subsection 8.1, shall be distributed, as expeditiously as possible, in the following order of priority:

(a) First, to fund such reserves as the liquidator of the Partnership, as provided in Subsection 12.5, may reasonably deem necessary for any contingent liabilities or obligations of the Partnership, provided that any such reserves shall be paid by such person to an independent escrow agent, to be held by such agent or his successor for such period as such person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided;

(b) Next, the unpaid principal of and accrued interest on Operating Deficit Loans (as defined in Subsection 6.9) made by the General Partner shall be paid to the General Partner, such payment to be applied toward payment of accrued interest on such loans and next as a payment of the principal on such loans;

(c) Next, the unpaid principal of and interest on loans made pursuant to Section 10 shall be paid pro rata to the Partners who made such loans, in proportion to the total amount of principal and accrued interest payable on such loans, such payments being applied first toward payment of accrued interest on such loans and next toward payment of principal on such loans; and

(d) Next, an amount up to the aggregate positive balances of the Capital Accounts of all Partners (as adjusted to reflect the allocation of net gains or net losses under Subsection 7.2) shall be distributed to the Partners in the proportion that each Partner's positive Capital Account balance bears to the aggregate of such positive balances.

8.3 Distributions in Kind. If any assets of the Partnership shall be distributed in kind, such assets shall be distributed to the Partners entitled thereto as tenants-in-common in the same proportions as such Partners would have been entitled to cash distributions if (i) such assets had been sold for cash by the Partnership for an amount equal to the fair market value of such assets (taking Code Section 770 1(g) into account), (ii) any taxable gain or loss that would be realized by the Partnership from such sale were allocated among the Partners in accordance with Subsection 7.2, and (iii) the cash proceeds were distributed to the Partners in accordance with Subsection 8.2. The Capital Accounts of the Partners shall be increased by the amount of any gain or decreased by the amount of any loss that would be allocable to them and shall be reduced by the fair market value of the assets distributed to them under the preceding sentence.

8.4 Rights of Partners to Property. Except as otherwise provided in this Agreement, no Partner shall be entitled to demand and receive property other than cash in return for his capital contributions to the Partnership and then only as specifically stated in this Agreement.

8.5 Priorities of Limited Partners. No Limited Partner shall have any priority over any other Limited Partner as to the return of his contributions to the capital of the Partnership or as to compensation by way of income.

SECTION 9

Certain Matters Relating to Management of the Partnership and Partnership Property

9.1 General Partner's Fees. The General Partner shall act in such capacity and oversee the management of the Partnership in accordance with sound management practices. Except as otherwise provided herein, the General Partner shall not receive any compensation for managing and supervising the business affairs of the Partnership.

9.2 Partnership Expenses. Except as otherwise provided herein or in agreements made by the Partnership with third persons, the Partnership shall be responsible for paying all direct costs and expenses of owning and Operating the Hospitals and the business of the Partnership, including, without limitation, debt service, the cost of utilities, supplies, insurance premiums, taxes, advertising expenses, bookkeeping and accounting directly related to the Hospitals, legal expenses, office supplies and all other fees, costs and expenses directly attributable to the ownership, operation, maintenance and repair of the Hospitals and the business of the Partnership. In the event any such costs and expenses are or have been paid by the Partnership, then the General Partner shall be entitled to be reimbursed for the payment of same made by the General Partner on behalf of the Partnership so long as the payment is reasonably necessary for Partnership business and is reasonable in amount.

9.3 Reimbursement of Organizational Expenditures. Notwithstanding any other provision of this Agreement to the contrary, the General Partner and its Affiliates shall be entitled to receive reimbursement of the reasonable organizational expenditures of the Partnership.

SECTION 10

Optional Loans to the Partnership

From time to time any Partner may, with the consent of the General Partner, make optional loans to the Partnership or advance money on its behalf. Such loans or advances shall bear interest at a floating per annum rate equal to the lesser of (a) 13% or (b) the maximum rate, if any, allowed by applicable law. The amount of any such loan or advance, and interest thereon, shall be deemed an obligation of the Partnership to the lending Partner, payable as provided herein. The Operating Deficit Loans provided for by Subsection 6.9 shall not be treated as loans for purposes of this Section 10.

SECTION 11

Transfers of Interest of Partners

11.1 General. Except as provided in this Section 11, the General Partner shall not Transfer any part of its interest in the Partnership, and no Limited Partner shall Transfer any part or all of his Partnership Interest(s), unless otherwise specifically permitted under other provisions of this Agreement, and then only if (i) a counterpart of the instrument of Transfer, executed and acknowledged by the parties thereto, is delivered to the Partnership and (ii) the transferee is either a citizen or resident of the United States. In addition, no Limited Partner shall be entitled to withdraw from the Partnership except as otherwise provided herein. A permitted Transfer shall be effective as of the date specified in the instrument relating thereto.

11.2 Transfers by Limited Partners. The prohibition on Transfers set forth in Subsection 11.1 above shall not be applicable to the following:

(a) The Transfer by a Limited Partner of all or a part of his Partnership Interest(s) to any person with the written consent of the General Partner, which consent may be given or withheld in the General Partner's sole and absolute discretion;

(b) The Transfer by the General Partner of its limited partnership interest, if any, at any time and from time to time, to such person or persons, in such amounts, as the General Partner may, in its sole discretion, determine;

11.3 Mandatory Transfer by Limited Partners.

(a) The Partnership will have the right to redeem the Partnership Interest(s) held by any Limited Partner if, in the sole discretion of the General Partner, there is enacted, or there is a material change in, any statutes or regulations, or the application or interpretation thereof, which may materially adversely impact any Limited Partner, the General Partner, or the organization or operation of the Partnership (any such event hereinafter referred to as a "Redemption Event"). Upon the occurrence of a Redemption Event, the General Partner may cause the redemption of the Partnership Interest(s) of a Limited Partner upon payment of the Purchase Price (as defined below). Any Partnership Interest redeemed by the Partnership under this Section 11.3(a) may be resold by the Partnership through any lawful means and the purchaser thereof admitted to the Partnership as a Limited Partner.

(b) Upon the occurrence of a Redemption Event, the Partnership must notify the Limited Partners in writing of its decision to acquire the Limited Partners' Partnership Interests. Such notice shall state: the intention of the Partnership to redeem the subject Limited Partners' Partnership Interest(s); that the Redemption is pursuant to this subsection; the date on which the closing of the Redemption shall take place (the "Closing Date"); the Purchase Price to be paid for the Partnership Interest(s); and the manner in which the Purchase Price will be paid (as provided below) and any documents which must be executed, delivered, or any other action which the General Partner or the Partnership will require of the Limited Partner in connection with the Redemption.

(c) For purposes of this Subsection, the term “Purchase Price” refers to an amount equal to the positive value of the capital account of the Limited Partner whose Partnership Interest is to be redeemed determined as of the first day of the second month preceding the Closing Date.

(d) On the Closing Date, the Partnership shall deliver the full amount of the Purchase Price to the subject Limited Partner in cash or other immediately available funds, and the subject Limited Partner shall deliver to the Partnership such executed documents of sale, transfer, redemption, withdrawal and assignment as may be deemed reasonably necessary or desirable by the General Partner to reflect the intentions of this subsection.

11.4 Transfers by General Partner. The General Partner may transfer or assign its general partnership interest in the Partnership with the affirmative Votes of a Majority in Interest. Subject to Subsection 6.3(b)(i) hereof, no assignment by the General Partner of its interest as a General Partner shall relieve such Partner of any liability hereunder. The General Partner may not withdraw as the General Partner of the Partnership unless said withdrawal occurs as a result of a permitted Transfer of the General Partner’s interest in the Partnership in accordance with the terms of this Agreement.

11.5 Rights of Transferees. No transferee of the Partnership Interest(s) of any Limited Partner shall have the right to become a Substituted Limited Partner, unless:

(a) his transferor has expressed such intention in the instrument of assignment;

(b) the transferee has executed an instrument reasonably satisfactory to the General Partner accepting, adopting and agreeing to be bound as a Limited Partner to all the terms and provisions of this Agreement;

(c) the transferor or transferee has paid all reasonable expenses of the Partnership in connection with the admission of the transferee as a Substituted Limited Partner; and

(d) the General Partner (in his sole, absolute and unfettered discretion) consents to such person becoming a Substituted Limited Partner.

11.6 Section 754 Election. In the event of a Transfer of all or part of the Partnership Interest(s) or interest(s) of a Partner in the Partnership, and at the request of the transferee, the Partnership may elect (in the General Partner’s sole and absolute discretion) pursuant to Section 754 of the Code, or the corresponding provision of subsequent law, to adjust the basis of the Partnership’s assets as provided by Sections 734 and 743 of the Code.

11.7 Profit/Loss Allocations Upon Transfer. Unless otherwise agreed between the transferor and the transferee and permitted under applicable law, upon the Transfer of all or any part of the Partnership Interest(s) or interest(s) of a Partner as hereinabove provided, the net profits, net losses, net gains and credits attributable to the Partnership Interest(s) or interest(s) so transferred shall be allocated between the transferor and the transferee as of the date set forth in the instrument of transfer, and such allocation shall be based upon the number of days during the applicable Fiscal Year of the Partnership that the Partnership Interest(s) or interest(s) so transferred was held by each of them, without regard to the results of Partnership activities during the period in which each was the holder. Distributions shall be made to the holder of record of the Partnership Interest(s) or interest(s) on the date of distribution.

11.8 Continuing Obligations. Except as otherwise provided to the contrary herein, nothing in this Section 11 shall be construed to relieve any Partner, or his successors, assigns, heirs or legal representatives, from the satisfaction of such Partner's obligations herein, including without limitation, those Limited Partner obligations under Section 5 hereof, and all such obligations shall survive any occurrence which results in such Partner ceasing to be a Partner.

SECTION 12

Dissolution and Winding Up

12.1 Events of Dissolution. The Partnership shall be dissolved and its business wound up upon the earliest to occur of:

(a) the General Partner, with the prior affirmative Votes of a Majority in Interest, determines that the Partnership should be dissolved;

(b) the Partnership becoming insolvent or bankrupt;

(c) the bankruptcy, dissolution or retirement of the last remaining General Partner; or

(d) the sale or other disposition of all or substantially all of the Partnership's assets.

For purposes of this Agreement, a "bankruptcy" of a person or entity shall be deemed to occur when such person or entity files a petition in bankruptcy, or voluntarily takes advantage of any bankruptcy or insolvency law, or is adjudicated a bankrupt, or if a petition or answer is filed proposing the adjudication of such person or entity as a bankrupt and such person or entity either consents to the filing thereof or such petition or answer is not discharged or denied prior to the expiration of sixty (60) days from the date of such filing. The insolvency of a person or entity shall be deemed to occur when the assets of such person or entity are insufficient to pay his or its liabilities as the same become due and payable and he or it shall so admit in writing.

12.2 Continuation of Partnership. Except as provided in Section 11, the General Partner agrees to serve as the general partner of the Partnership until the Partnership is dissolved and wound up. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to any, other than the last remaining, General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement by the remaining General Partner, if any. Upon the occurrence of any event set forth in Subsection 12.1(d) with respect to the last remaining General Partner, the business of the Partnership shall be continued on the terms and conditions of this Agreement if, within ninety (90) days after such event, Limited Partners with not less than two-thirds (2/3rds) of the Votes of all Limited Partners shall elect in writing that the business of the Partnership should be continued and shall designate one or more persons to be substituted as general partner(s). In the event that the Limited Partners elect so to continue the Partnership with a new general partner(s), such new general partner(s) shall succeed to all of the powers, privileges and obligations (but not the rights to allocations and distributions) of the last remaining General Partner, and the interest in the Partnership of any person or entity no longer serving as a general partner shall become a limited partner's interest hereunder in the manner provided in Section 11 (except that for purposes of determining its rights to allocations and distributions under Sections 7 and 8, such interest shall continue to be treated as an interest of a general partner and such interest shall not be diluted or affected in any way, other than proportionately, by the admission of substituted general partner(s)).

12.3 Obligations Survive Dissolution. The dissolution of the Partnership shall not release or relieve any of the parties hereto of their contractual obligations under this Agreement.

12.4 Distributions Upon Dissolution. Upon any dissolution requiring the winding up of the business of the Partnership, all or part of the assets, as determined by the General Partner or such other person as is winding up the business of the Partnership, shall be sold and the proceeds thereof distributed and/or the remaining assets distributed as provided in Subsection 8.2 hereof.

SECTION 13

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SECTION 14

Accounting

14.1 Fiscal Year. The fiscal year of the Partnership ("Fiscal Year") shall be the calendar year.

14.2 Books, Records and Accounting Method. The General Partner shall keep, or cause to be kept, full and accurate records of all transactions of the Partnership in accordance with the principles and practices generally accepted for the accrual method of accounting; provided, however, if allowed by law, the Partnership may adopt the cash method of accounting at any time upon the determination to do so by the General Partner.

14.3 Location of Books and Records. All of the books and records of the Partnership shall be kept and maintained at the Property. Such books and records shall be available during reasonable business hours for the reasonable inspection and examination by the Limited Partners and their authorized representatives, which parties shall have the right, at their sole cost and expense, to make copies thereof.

14.4 Federal Tax Returns. The General Partner shall prepare, or cause to be prepared, at the expense of the Partnership, a Federal information tax return, in compliance with the Code, and any required state and local tax returns for the Partnership for each tax year of the Partnership, and, in connection therewith, shall make any available or necessary elections which he determines to be in the best interests of the Partnership.

14.5 Tax Matters Partner. The General Partner is hereby designated as the Tax Matters Partner within the meaning of Section 6231 (a)(7) of the Code, for all purposes of the Code, and shall be responsible for performing the duties of the Tax Matters Partner on behalf of the Partnership and the Partners. By execution of this Agreement, each of the Limited Partners specifically consents to such designation. Additionally, each Limited Partner specifically agrees that the General Partner shall have the exclusive and continuing right to appoint a different Tax Matters Partner.

SECTION 15

Reports and Statements

15.1 Tax Return Information. By the 31st day of March of each Fiscal Year of the Partnership, the General Partner, at the expense of the Partnership, shall cause to be delivered to the Limited Partners such information as shall be necessary (including a statement for that year of each Limited Partner's share of net income, net gains, net losses and other items of the Partnership for the preceding Fiscal Year) for the preparation by the Limited Partners of their Federal, state and local income and other tax returns.

15.2 Financial Statements. By the 31st day of May of each Fiscal Year of the Partnership, the General Partner shall cause to be delivered to each of the Limited Partners financial statements of the Partnership for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles (or applicable accounting principles if such statements are kept on a cash basis of accounting) and at the expense of the Partnership, which financial statements shall set forth, as of the end of and for such Fiscal Year, the following: (a) a profit and loss statement and a balance sheet of the Partnership; (b) the balance in the Capital Account of each Partner; and (c) such other information as, in the judgment of the General Partner, shall be reasonably necessary for the Partners to be advised of the financial status and results of operations of the Partnership.

15.3 Certificate of Limited Partnership/Amendments. There shall be no obligation on the part of the General Partner to send copies of the Certificate of Limited Partnership nor amendments thereto to the Limited Partners; provided, however, a Limited Partner may request

in writing to be sent a copy of the Certificate of Limited Partnership and any amendment thereto, in which event the General Partner shall send such document(s) to the requesting Limited Partner within a reasonable period of time after such request.

SECTION 16

Bank Accounts

The General Partner shall open and maintain (in the name of the Partnership) a bank account or accounts in a bank, savings and loan association or other financial institution, the deposits of which are insured by an agency of the United States government or another insurer as the General Partner approves, in which shall be deposited all funds of the Partnership. Withdrawals from such account or accounts shall be made upon the signature or signatures of such person or persons as the General Partner shall designate. There shall be no commingling of the assets of the Partnership with the assets of any other entity or person; provided, however, that the operating revenues of the Partnership may be deposited in a central account in the name of any entity affiliated with the General Partner so long as separate entries are made on the books and records of the Partnership and on the books and records of such other entity reflecting that deposits in the bank account of such entity with respect to amounts received from the Partnership have been deposited therein for the account of the Partnership and that withdrawals from such bank account have been made for the purpose of disbursing funds to the Partnership or for the purpose of paying obligations of the Partnership.

SECTION 17

Power of Attorney

17.1 General. Each Limited Partner irrevocably constitutes and appoints the General Partner, with full power of substitution and resubstitution, as his true and lawful attorney-in-fact with full power and authority to act in his name, place and stead for his use or benefit, to execute, sign, acknowledge, swear to, deliver, file and record in the appropriate public offices as necessary the following documents:

(a) this Agreement and all amendments to, and restatements of, this Agreement;

(b) all instruments, including, without limitation, certificates of limited partnership, required in order to qualify the Partnership or cause the Partnership to exist as a limited partnership under the laws of the State;

(c) all instruments which may be required to effect the continuation of the Partnership, the admission or substitution of a limited partner, the admission of a general partner, or the dissolution and termination of the Partnership, provided such continuation, admission, substitution or dissolution and termination are in accordance with the terms of this Agreement;

(d) all consents to transfers or assignments of interests in the Partnership or to the withdrawal, redemption or reduction of any Partner's Partnership Interests in accordance with this Agreement; and

(e) all other instruments which the Partnership is required to file with any agency of the Federal government, or of any state or local government, or the filing of which the General Partner deems necessary or desirable to the conduct of the business of the Partnership.

17.2 A Special Power; Manner of Exercise; Survival. The power of attorney hereby granted by each Limited Partner to the General Partner:

(a) is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, incapacity, insolvency, dissolution or termination of the Limited Partner;

(b) may be exercised by the General Partner either by signing separately as attorney-in-fact for each Limited Partner, or, after listing all of the Limited Partners executing any instrument, by a single signature of the General Partner acting as attorney-in-fact for all of them; and

(c) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his Partnership Interest(s) (except that, where the assignee thereof has been approved by the General Partner for admission to the Partnership as a Substituted Limited Partner, this power of attorney given by the assignor shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, swear to and file any instrument necessary to effect such substitution).

17.3 Limitations. No document or amendment executed by the General Partner pursuant to this Section 17 shall, in the absence of the prior consent of all of the Limited Partners, (i) reduce the obligation of the General Partner; (ii) affect the rights or restrictions regarding the assignability of the Partnership Interest(s) or interests; (iii) modify the length of the term of the Partnership; (iv) amend this Section 17; or (v) reduce the rights or interests or enlarge the obligations of the Limited Partners. The General Partner shall promptly notify the Limited Partners of any documents or amendments executed pursuant to this Section 17.

SECTION 18

Notices

Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing, signed by or on behalf of the person giving the notice, and shall be deemed to have been given on the earlier to occur of (i) actual delivery (which includes, without limitation, facsimile delivery, provided such facsimile delivery is promptly followed by written notice of receipt) or (ii) when mailed by certified mail, postage prepaid, return receipt requested, addressed to the person or persons to whom such notice is to be given as follows (or at such other address as shall be stated in a notice similarly given):

(a) if to the Partnership or the General Partner, such notice shall be addressed to the Partnership or the General Partner in care of Universal Health Services, Inc., Universal Corporate Property, 367 South Gulph Road, King of Prussia, PA 19406, Attention: Senior Vice President - Acute Care Operations. A copy of such notice shall be given to Universal Health Services, Inc., Universal Corporate Center, 367 South Gulph Road, King of Prussia, PA 19406, Attention: General Counsel; and

(b) if to the Limited Partners, such notice shall be given to each of the Limited Partners at their respective addresses stated on Exhibit A attached hereto.

SECTION 19

Certain Defined Terms

19.1 General. As used in this Agreement, the following terms have the following respective meanings:

(a) "Act": The Revised Uniform Limited Partnership Act of the State.

(b) "Affiliate": Any subsidiary or commonly owned company related to the General Partner or any of such subsidiary's shareholders or members of the immediate family, if an individual; any person, firm or entity which, directly or indirectly, controls, is controlled by or is under common control with the General Partner, or any member of the General Partner's or any of its member's immediate families; or any person, firm or entity which is associated with the General Partner, or any member of the General Partner's or its members' immediate families in a joint venture, partnership or other form of business association. For purposes of this definition, the term "control" shall mean the ownership often percent (10%) or more of the beneficial interest in the firm or entity referred to, and the term "immediate family" shall mean the spouse, ancestors, lineal descendants, brothers and sisters of the person in question, including those adopted.

(c) "Aggregate Capital Contributions": All contributions made to the capital of the Partnership by the Partners pursuant to Section 5 hereof.

(d) "Capital Account": The account established for each Partner, as defined and adjusted in accordance with Subsection 5.2 hereof.

(e) "Capital Contributions": The amount of money or other properties that the Partners have contributed, have agreed to contribute, or are obligated under the provisions of this Agreement to contribute to the capital of the Partnership from time to time.

(f) "Capital Investment": With respect to each Partner, at any given time, an amount equal to the excess, if any, of (i) the cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the Partner (or, with respect to an additional or Substituted Limited Partner, the amount of cash Capital Contributions (or the fair market value of any Capital Contributions of property) theretofore made by the transferor Partner as well as the additional or Substituted Limited Partner) to the Partnership pursuant to Subsection 5.1, over (ii) all amounts distributed or distributable to the Partner (or, with respect to an additional or Substituted Limited Partner, the amounts distributed or distributable to the transferor Partner as well as the additional or Substituted Limited Partner) pursuant to Subsection 8.2 (other than in repayment of loans), but in no event less than zero.

(g) "Cash Flow": The excess of cash revenue from Partnership operations over cash disbursements (which disbursements shall include, without limitation, all fees paid pursuant to the terms of the Property Management Agreement), without deduction for depreciation, cost recovery or amortization and reduced by a reasonable allowance for cash reserves for repairs, replacements, contingencies and anticipated obligations (including debt service, capital improvements and replacements), as determined by the General Partner, in its sole discretion. For this purpose, revenue from Partnership operations shall not include: deposits until the same are forfeited by the persons making such deposits, insurance loss proceeds (except for any proceeds of rent interruption insurance), any award or payment made by any governmental authority in connection with the exercise of any right of eminent domain, condemnation or similar right or power.

(h) "Code": The Internal Revenue Code of 1986, as amended to the effective date of this Agreement.

(i) "Fiscal Year": The calendar year.

(j) "General Partner": Texas Hospital Holdings, LLC, a limited liability company incorporated under the laws of the State, and its successors.

(1) "Limited Partners": Texas Hospital Holdings, Inc., and any substitute or additional partners. References to "Limited Partner" shall be to any one of the Limited Partners.

(m) "Majority in Interest": As to any matter upon which Limited Partners may vote hereunder, the affirmative vote of more than fifty percent (50%) of the total Votes.

(n) "Nonrecourse Deductions": The meaning set forth in Section 1 .704-2(b)(1) of the Treasury Regulations. The amount of Nonrecourse Deductions for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Treasury Regulations.

(o) "Nonrecourse Liability": The meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(p) "Partner Minimum Gain": An amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section I .704-2(i)(3) of the Treasury Regulations.

(q) "Partner Nonrecourse Debt": The meaning set forth in Section 1 .704-2(i)(1) of the Treasury Regulations.

(r) "Partner Nonrecourse Deductions": The meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Treasury Regulations.

(s) "Partners": Collectively, the General Partner and the then existing Limited Partners of the Partnership.

(t) "Partnership": Texas West Oaks Hospital, L.P., a limited partnership formed under the laws of the State.

(v) "Partnership Interest": The total interest (represented as a percentage) in the capital and profits of the Partnership acquired by a Partner. The initial Partnership Interest 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 the State.

SECTION 23

Counterparts

This Agreement may be executed in several counterparts, and all such counterparts, so executed, taken together shall constitute one agreement, binding on all the parties who execute this or any other counterpart hereof, notwithstanding that all the parties are not signatories to the original or the same counterpart.

SECTION 24

Miscellaneous

24.1 Copies of Documents. Upon the request of any Limited Partner, the General Partner shall deliver to such Limited Partner a conformed copy of this Agreement.

24.2 Severability. Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder hereof.

24.3 Captions. Section, subsection, paragraph and subparagraph captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or extend or describe the scope of this Agreement or the intent of any provision hereof.

24.4 Person and Gender. The masculine gender shall include the feminine and neuter genders, the singular shall include the plural and the word “person” shall include a corporation, trust, estate, partnership or other form of association or entity.

IN WITNESS WHEREOF, the parties hereto have subscribed and sworn to this Agreement of Limited Partnership as of the day and year first above written.

GENERAL PARTNER:
Texas Hospital Holdings, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

LIMITED PARTNER:
Texas Hospital Holdings, Inc.

By: _____
Name: Steve Filton
Title: Vice President

SCHEDULE A

CAPITAL CONTRIBUTION

	Consideration	Ownership
GENERAL PARTNER	$ 1.00	1%
LIMITED PARTNER	$ 99.00	99%

Examiner

The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY
Secretary of State
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 156B)
Incorporators

NAME	POST OFFICE ADDRESS
Include given name in full in case of natural persons, in case of a corporation, give state of incorporation	
Susan Winter	42nd Floor 345 Park Avenue New York, New York 10154

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 156B and hereby state(s):

Name Approved

1. The name by which the corporation shall be known is:

   UHS of Massachusetts, Inc.

2. The purpose for which the corporation is formed is as follows:

   To engage in the ownership, operation and management of hospitals, nursing homes and health care facilities, of all types.

   To engage generally in any business which may lawfully be carried on by a corporation under Chapter 156B of the General Laws of Massachusetts.

C ☐
P ☐
M ☐
R.A. ☐

P.C. 4

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

(MASS. - 1635 - 9/20/81)

4009692 10-4

3. The total number of shares and the par value, if any, of each class of stock within the corporation is authorized as follows:

CLASS OF STOCK	WITHOUT PAR VALUE	WITH PAR VALUE		
	NUMBER OF SHARES	NUMBER OF SHARES	PAR VALUE	AMOUNT
Preferred	none	none		$
Common	1000	none		

*4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:

None

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

None

*6 Other lawful provisions, if any, for the conduct and regulation of 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:

None

*If there are no provisions state "None".

7. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk, whose names are set out below, have been duly elected.

8. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after the date of filing.)

9. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation of Massachusetts is:

One Presidential Blvd., Bala Cynwyd, PA 19004

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

	NAME	POST OFFICE ADDRESS	RESIDENCE
President:	Alan B. Miller	One Presidential Blvd., Bala Cynwyd, PA 19004	45 Raynhem Road Marion Station, PA 191
Treasurer:	George H. Strong	One Presidential Blvd., Bala Cynwyd, PA 19004	946 Navesink River Rd. Locust NJ 07760
Clerk:	Sidney Miller	One Presidential Blvd., Bala Cynwyd, PA 19004	7 Latham Pkwy. Melrose Park, NJ 0776
Directors:			
	Alan B. Miller	One Presidential Blvd., Bala Cynwyd, PA 19004	45 Raynhem Road Marion Station, PA 19106
	Sidney Miller	One Presidential Blvd., Bala Cynwyd, PA 19004	7 Latham Pkwy. Melrose Park, NJ 07760
	George H. Strong	One Presidential Blvd., Bala Cynwyd, PA 19004	946 Navesink River Rd. Locust NJ 07760

c. The date initially adopted on which the corporation's fiscal year ends is:

December 31

d. The date initially fixed in the by-laws for the annual meeting of stockholders of the corporation is:

May 1, if not a legal holiday, and if a legal holiday, then on the next secular day following

e. The name and business address of the resident agent, if any, of the corporation is: C T CORPORATION SYSTEM
2 Oliver Street, Boston, Massachusetts 02109

IN WITNESS WHEREOF and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization this 28th day of January 1983

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

Susan Winter 345 Park Ave, 42nd Floor, NY, NY 10154

The signature of each incorporator which is not a natural person must be an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

140247

RECEIVED

JAN 31 1963

SECRETARY OF STATE
CORPORATION DIVISION

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $150.00 having been paid, said articles are deemed to have been filed with me this 31st day of January 1963

Effective date

Michael Joseph Connolly

MICHAEL JOSEPH CONNOLLY
Secretary of State

PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT
TO BE FILLED IN BY CORPORATION

A TRUE COPY ATTEST
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
DATE 9/25/10 CLERK SP

TO:

....

....

.....

Telephone .....

FILING FEE: 1/20 of 1% of the total amount of the authorized capital stock with par value, and one cent a share for all authorized shares without par value, but not less than $125. General Laws, Chapter 156B. Shares of stock with par value less than one cent shall be deemed to have par value of one dollar per share.

Copy Mailed

CD 78-1644-10-78-152329

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029 $200.00
051

The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY
Secretary of State
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

Examiner

FEDERAL IDENTIFICATION NO. 04-2259946

FEDERAL IDENTIFICATION NO. Applied for

ARTICLES OF ~~CONSOLIDATION~~ MERGER*

PURSUANT TO GENERAL LAWS, CHAPTER 156B, SECTION 78

The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114.
Make check payable to the Commonwealth of Massachusetts.

~~CONSOLIDATION~~ MERGER* OF

The Arbour Hospital, Inc.
and
UHS of Massachusetts, Inc.

the constituent corporations

into

UHS of Massachusetts, Inc.

~~a new corporation~~ one of the constituent corporations.

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. An agreement of ~~consolidation~~ merger* has been duly adopted in compliance with the requirements of subsections (b) and (c) of General Laws, Chapter 156B, Section 78, and will be kept as provided by subsection (d) thereof. The ~~consolidated~~ surviving corporation will furnish a copy of said agreement to any of its stockholders, or to any person who was a stockholder of any constituent corporation, upon written request and without charge.

2. The effective date of the ~~consolidation~~ merger* determined pursuant to the agreement referred to in paragraph 1 shall be
Immediately upon filing with the Secretary of State.

3. (For a merger)
** The following amendments to the articles of organization of the SURVIVING corporation have been affected pursuant to the agreement of merger referred to in paragraph 1

None

*Delete the inapplicable words.
**If there are no provisions state "NONE"
NOTE: If the space provided under article 3 is insufficient, additions shall be set forth on separate 8½ x 11 inch sheets of paper, leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

UI
P.C.

(MASS. - 1645 - 10/10/80)

(For a consolidation)

(a) The purposes of the RESULTING corporation are as follows:

(b) The total number of shares and the par value, if any, of each class of stock which the resulting corporation is authorized is as follows:

CLASS OF STOCK	WITHOUT PAR VALUE	WITH PAR VALUE		
	NUMBER OF SHARES	NUMBER OF SHARES	PAR VALUE	AMOUNT
Preferred				$
Common				

**(c) If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established.

** (d) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, for restrictions upon the transfer of shares of stock of any class, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders.

*Delete the inapplicable words

**If there are no provisions state "NONE"

NOTE. If the space provided under article 3 is insufficient, additions shall be set forth on separate 8½ x 11 inch sheets of paper, leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated

(MASS. - 1645)

4. The following information shall not for any purpose be treated as a permanent part of the articles of organization of the surviving* corporation.

(a) The post office address of the initial principal office of the surviving* corporation in Massachusetts is:

CT Corporation System, 2 Oliver Street, Boston, MA 02109

(b) The name, residence and post office address of each of the initial directors and President, Treasurer and Clerk of the surviving* corporation is as follows:

	Name	Residence	Post Office Address
President	Alan B. Miller	45 Raynham Road Marion Station, PA. 19406	367 South Culph Road King of Prussia, PA. 19406
Treasurer	George H. Strong	946 Navesink River Rd. Locust, N.J. 07760	" "
Clerk	Sidney Miller	7 Latham Parkway Melrose Park, PA 19126	" "
Directors	(same as officers)	"	" "

(c) The date initially adopted on which the fiscal year of the surviving* corporation ends is: December 31

(d) The date initially fixed in the by-laws for the Annual Meeting of stockholders of the surviving* corporation is:
May 1, if not a legal holiday, and if a legal holiday, then on the next secular day following.

The undersigned officers of the several constituent corporations listed above further state under the penalties of perjury as to their respective corporations that the agreement of merger* referred to in paragraph 1. has been duly executed on behalf of such corporation and duly approved by the stockholders of such corporation in the manner required by General Laws, Chapter 156B, Section 78.

Alan B. Miller President*

Clerk*

of THE ARBOUR HOSPITAL, INC.
(name of constituent corporation)

Vice President*

Asst. Clerk*

of UHS OF MASSACHUSETTS, INC.
(name of constituent corporation)

*Delete the inapplicable words.

(MASS. - 1645

36160

RECEIVED

AUG 11 1983

SECRETARY OF STATE
CORPORATION DIVISION

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ~~CONSOLIDATION~~/MERGER
(General Laws, Chapter 156B, Section 78)

I hereby approve the within articles of ~~consolidation~~/merger and, the filing fee in the amount of $200.00 having been paid, said articles are deemed to have been filed with me this 11th day of August, 1983

Effective Date

MICHAEL JOSEPH CONNOLLY
Secretary of State

A TRUE COPY ATTEST
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
DATE 9/28/83 CLERK

TO BE FILLED IN BY CORPORATION
Photo Copy of Articles of Merger To Be Sent

TO:

Roy B. Simpson, Jr., Esq.
Reavis & McGrath,
345 Park Avenue, NY, NY 10154

Telephone 212-486-9500

Copy Mailed

(MASS. - 1645)

The Commonwealth of Massachusetts

021

Examiner

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL J. CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF AMENDMENT

General Laws, Chapter 156B, Section 72

FEDERAL IDENTIFICATION NO. 23-2238962

We , Sidney Miller and Bruce R. Gilbert , Resident/Vice President, and Clerk/~~Assistant Clerk~~ of

UHS of Massachusetts, Inc.
(EXACT Name of Corporation)

located at: 49 Robinwood Avenue, Boston, MA 02130
(MASSACHUSETTS Address of Corporation)

do hereby certify that these ARTICLES OF AMENDMENT affecting Articles NUMBERED: 1
(Number those articles 1, 2, 3, 4, 5 and/or 6 being amended hereby)

Name Approved

of the Articles of Organization were duly adopted at a meeting held on February 12 19 92, by vote of:

346 shares of Common Stock out of 346 shares outstanding,
type, class & series, (if any)

_____ shares of _____ out of _____ shares outstanding, and
type, class & series, (if any)

_____ shares of _____ out of _____ shares outstanding,
type, class & series, (if any)

CROSS OUT INAPPLICABLE CLAUSE

being at least a majority of each type, class or series outstanding and entitled to vote thereon: -[1]

~~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: -[2]~~

C ☐
P ☐
M ☐
R.A. ☐

4
P.C.

[1] For amendments adopted pursuant to Chapter 156B, Section 70.
[2] For amendments adopted pursuant to Chapter 156B, Section 71.

Note: If the space provided under any Amendment or item on this form is insufficient, additions shall be set forth on separate 8½ x 11 sheets of paper leaving a left-hand margin of at least 1 inch for binding. Additions to more than one Amendment may be continued on a single sheet so long as each Amendment requiring each such addition is clearly indicated.

(MASS. - 1636 - 6/15/90)

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:

N/A

The total presently authorized is:

WITHOUT PAR VALUE STOCKS

TYPE	NUMBER OF SHARES
COMMON:	
PREFERRED:	

WITH PAR VALUE STOCKS

TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:		
PREFERRED:		

CHANGE the total authorized to:

WITHOUT PAR VALUE STOCKS

TYPE	NUMBER OF SHARES
COMMON:	
PREFERRED:	

WITH PAR VALUE STOCKS

TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:		
PREFERRED:		

RESOLVED, that Article First of the Corporation's Articles of Incorporation be amended to read as follows: "The name by which the Corporation shall be known is: The Arbour, Inc."

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of The General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date. **EFFECTIVE DATE:** _____

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereunto signed our names this 20th day of December in the year 19 93 .

_____ President/Vice President
SIDNEY MILLER

_____ Clerk/Assistant Clerk
BRUCE R. GILBERT

45:670

261146

1994 MAR 15 AM 10:24

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

GENERAL LAWS, CHAPTER 156B, SECTION 72

I hereby approve the within articles of amendment and, the filing fee in the amount of $ 100.00 having been paid, said articles are deemed to have been filed with me this 15th day of MARCH 19 94.

Michael Joseph Connolly

MICHAEL J. CONNOLLY
Secretary of State

A TRUE COPY ATTEST
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
DATE 9/28/11 CLERK

TO BE FILLED IN BY CORPORATION

PHOTOCOPY OF ARTICLES OF AMENDMENT TO BE SENT

TO:

Sherrie L. Hedrick, Senior Paralegal
Universal Health Services, Inc.
367 South Gulph Road
King of Prussia, PA 19406
Telephone: (215)768-3436

Exhibit 3.255

AMENDED AND RESTATED

B Y L A W S

OF

THE ARBOUR, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be The Arbour, 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

Exhibit 3.256

83006891

CERTIFIED COPY

ARTICLES OF INCORPORATION

OF

UHS OF ARKANSAS, INC.

The undersigned, a natural person of the (illegible) twenty-one years or more, acting as Incorporator of a corporation under the Arkansas Business Corporation Act (Act 576 of 1965), adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is UHS of Arkansas, Inc.

ARTICLE II

The period of duration is perpetual.

ARTICLE III

The purposes for which the corporation is organized are to engage in any lawful activity for which corporations may be formed under the Arkansas Business Corporation Act, including the ownership, operation and management of hospitals, nursing homes and health care facilities of all types.

ARTICLE IV

The aggregate number of shares which the corporation shall have the authority to issue is 2,000 shares of common stock without par value.

ARTICLE V

This corporation will not transact any business until there has been paid in for the issuance of shares consideration of the value of at least three hundred dollars.

CERTIFIED COPY

83006891

ARTICLE VI

No shareholder shall have the preemptive right to acquire additional or treasury shares of the Corporation.

ARTICLE VII

The address of the initial registered office of this corporation is 417 Spring Street, Little Rock, Arkansas 72201 and the name of its initial registered agent at such address is the Corporation Company.

ARTICLE VIII

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

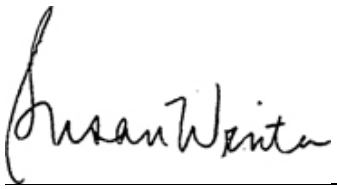
NAME	ADDRESS
Alan B. Miller	One Presidential Blvd. Bala Cynwyd, PA. 19004
Sidney Miller	One Presidential Blvd. Bala Cynwyd, PA. 19004
George H. Strong	One Presidential Blvd. Bala Cynwyd, PA. 19004

ARTICLE IX

The name and address of the incorporator is:

NAME	STREET ADDRESS, CITY & STATE
Susan Winter	42nd Floor 345 Park Avenue New York, New York 10154

SIGNATURE OF INCORPORATOR:



DATED: January 28, 1983

CERTIFIED COPY

ARTICLES OF MERGER

OF

QUALICARE OF ARKANSAS, INC.

INTO

UHS OF ARKANSAS, INC.

Pursuant to the provisions of Section 64-704 of the Arkansas Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging Qualicare of Arkansas, Inc. into UHS of Arkansas, Inc.:

1. The name of the undersigned surviving corporation is UHS of Arkansas, Inc.

2. The effective date of the merger is March 27, 1984.

3. The Agreement and Plan of Merger (the "Plan") attached hereto, was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Arkansas Business Corporation Act.

4. As to each of the undersigned corporations, the number of shares outstanding and the designation and number of outstanding shares of each class entitled to vote as a class of such Plan, are as follows:

NAME OF CORPORATION	NUMBER OF SHARES OUTSTANDING
Qualicare of Arkansas, Inc.	300
UHS of Arkansas, Inc.	300

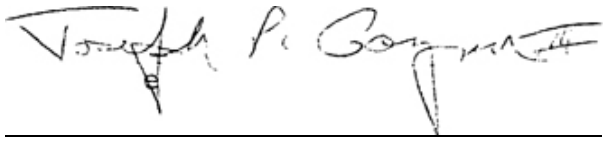
5. As to each of the undersigned corporations, the total number of shares voted for and against such Plan,

respectively, and, as to each class entitled to vote thereon for and against such Plan, respectively, are as follows:

NAME OF CORPORATION	TOTAL VOTED FOR	TOTAL VOTED AGAINST
Qualicare of Arkansas, Inc.	300	0
UHS of Arkansas, Inc.	300	0

IN WITNESS WHEREOF each of the undersigned corporations has caused these Articles of Merger to be executed in its name by its/Vice President and its Secretary on this 27th day of March, 1984.

QUALICARE OF ARKANSAS, INC.

By 

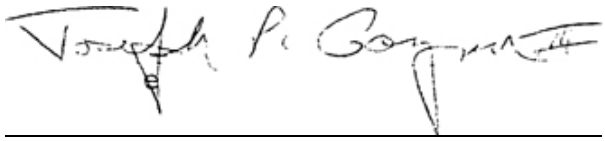
Vice President

Attest:

[ILLEGIBLE]

Secretary

UHS OF ARKANSAS, INC.

By 

Vice President

Attest:

[ILLEGIBLE]

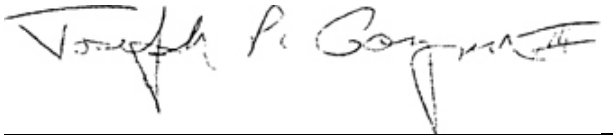
Secretary

CERTIFIED COPY

STATE OF PENNSYLVANIA)
) ss. :
COUNTY OF MONTGOMERY)

The undersigned hereby verifies that he is the duly elected Vice President of UHS of Arkansas, Inc., an Arkansas corporation, and duly authorized to execute this certificate; that he has read the foregoing document, understands the meaning and purport of the statements therein contained and the same are true to the best of his information and belief.

DATED at King of Prussia, Pennsylvania, this 27th day of March, 1984.



Subscribed and sworn to before me, a Notary Public, this 27th day of March ,1984.

Notary Public
Montgomery County
East Norriton Township

My commission expires:

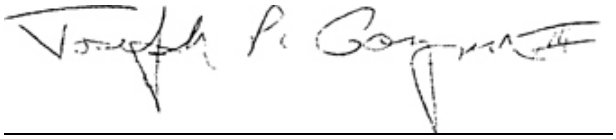
April 29, 1985

CERTIFIED COPY

STATE OF PENNSYLVANIA)
) ss. :
COUNTY OF MONTGOMERY)

The undersigned hereby verifies that he is the duly elected Vice President of Qualicare of Arkansas, Inc., an Arkansas corporation, and duly authorized to execute this certificate; that he has read the foregoing document, understands the meaning and purport of the statements therein contained and the same are true to the best of his information and belief.

DATED at King of Prussia, Pennsylvania, this 27th day of March, 1984.



Subscribed and sworn to before me, a Notary Public, this 27th day of March, 1984.

Notary Public
Montgomery County
East Norriston Township

My commission expires:

April 29, 1985

CERTIFIED COPY

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

UHS OF ARKANSAS, INC.

AND

QUALICARE OF ARKANSAS, INC.

February 4, 1983

CERTIFIED COPY

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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 ARKANSAS, INC., an Arkansas corporation ("UHS Sub"), and QUALICARE OF ARKANSAS, INC., an Arkansas 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 64-701 of the Arkansas Business Corporation Act (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 64-701 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 Arkansas, 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 duplicate Articles of Merger in substantially the form of Exhibit A attached hereto (the "Articles of Merger") to be executed, verified and filed with the Secretary of State of Arkansas as provided in

Section 64-117 of the Corporation Law, and a copy of the Articles of Merger, certified by the Secretary of State of the State of Arkansas, shall be recorded by the Surviving Corporation within 60 days thereafter in the office of the country clerk of each county in which the registered office of the Constituent Corporations and the Surviving Corporation is located, all in accordance with the provisions of Section 64-117 of the Corporation Law.

1.3. Effective Time of the Merger. The Merger shall become effective immediately upon the filing of the Articles of Merger with the Secretary of State of the State of Arkansas. The date and time of such filing 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, One Dollar ($1.00) 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 $5,000,000 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 (i) filed with the Company, pursuant to Section 64-707 of the Corporation Law, before the taking of the stockholder vote on the adoption of this Agreement, a written objection to this Agreement; (ii) not voted in favor of the adoption of this Agreement; and (iii) delivered a written demand on the Surviving Corporation for payment of the fair value of his shares 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 64-707 of the Corporation Law and shall have only the rights provided in such Section 64-707. Notwithstanding the foregoing, any holder 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.

(c) Each share of Company Common Stock, if any, held in the Company's treasury immediately prior to the Effective Time shall be cancelled 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 all 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, except as otherwise provided by the Corporation Law 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 Arkansas, 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. Any claim existing or action or proceeding pending by or against the Constituent Corporations may be prosecuted as if the Merger has not taken place.

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 respects.

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 owned 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 Company, except such changes which may result from laws or regulations of general applicaton 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 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 Bridgeway and the other businesses conducted by the Company 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 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 and 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 Anti-trust 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 Bridgeway 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 Arkansas Health Planning and Development Agency of the State Department of Health (the "Department") shall have ruled that no certificate of need is required for the transactions contemplated hereby, under Act 558 of the State of Arkansas (the "Act"), in response to a notice of the acquisition contemplated hereby having been given by UHS Sub to the Department more than thirty (30) 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 funds within the meaning of the Act until thirty (30) days have elapsed after receipt of such notice by the Department.

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; provided however, that in no event shall the Effective Time take place earlier than November 15, 1983 without the prior written consent of all the stockholders of the Company. 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 later of November 15, 1983, or 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, UHS and their 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 nonfulfillment 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, the Company agrees that it will call a special meeting of its stockholders (the "Stockholders' Meeting") pursuant to 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 the Company's stockholders. The Company and its Board of Directors will recommend to the Company's stockholders such approval and use their best efforts to obtain such approvals.

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 consummated in the State of Arkansas 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 or UHS, 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.

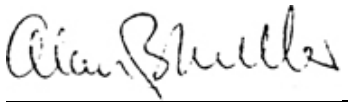
17.7. Headings. The headings contained in this Agreement have been inserted for the convenience of reference only and shall in no way restrict or modify any of the terms or provisions hereof.

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.

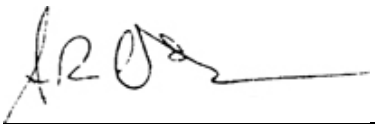
17.9. Waiver. The failure of any party to insist, in any one or more instances, on performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition,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

UHS OF ARKANSAS, INC.

By: 

QUALICARE OF ARKANSAS, INC.

By: 

CERTIFIED COPY

State of Arkansas

OFFICE OF THE SECRETARY OF STATE

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

To: W.J. "Bill" McCuen
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of Section 95 of the Arkansas Business Corporation Act, (Act 576 of 1965), the undersigned corporation hereby applies for the registration of the use of a fictitious name and submits herewith the following statement:

1) The fictitious name under which the business is being, or will be conducted by this corporation is:
The BridgeWay

2) The character of the business being or, to be conducted, under such fictitious name is:
Psychiatric health care

FILED
JUN - 9 1986
W. J. "BILL" McCUEN
SECRETARY OF STATE
BY CA

3) a) The corporate name of the applicant:
UHS OF ARKANSAS, INC.

b) The State of incorporation is:
Arkansas

c) The location (giving city and street address) of the registered office of the applicant corporation in Arkansas is:
Street 417 Spring Street
City Little Rock
State Arkansas

4) The applicant states that if it is a foreign corporation that it is admitted to and authorized to do business in the State of Arkansas.

5) The filing fee in the amount of $10.00 is enclosed.

Name of Applicant Corporation:
UHS OF ARKANSAS, INC.

Signature: _____
SIDNEY MILLER, VICE PRESIDENT
Address: 367 South Gulph Rd., King of Prussia, PA 19406

SEAL

ATTEST: Robert M. Dubbs
SECRETARY
ROBERT M. DUBBS

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk, (not required in Pulaski County) of the County in which the Corporation's registered office is located.

CERTIFIED COPY

State of Arkansas — Office of the Secretary of State

Certificate of Amendment

UHS of Arkansas, Inc., corporation duly organized, created and existing under and by virtue of the laws of the State of Arkansas, by its President and its Secretary,

DOES HERE CERTIFY:

A. That a written or printed notice setting forth the proposed Amendment was given to each shareholder entitled to vote thereon within the time and manner as provided in the "Arkansas Business Corporation Act" (Act 576 of 1965), and that this Amendment(s) is filed pursuant to said Act.

B. That at a special (or regular) meeting of the stockholders of said corporation, duly called and held at the office of the Company, in the City of King of Prussia, State of PA, on October 4, 1993, the Amendment to the Articles of Incorporation, as herein stated, was (were) offered and adopted.

C. That the number of shares outstanding are 300, and the number of shares entitled to vote thereon are 300 (100%). The number of shares which voted for are 300. The number of shares which voted against are -0-. (If the shares are entitled to vote thereon as a class, the designation and number of outstanding shares entitled to vote thereon of each such class, and the number of shares of each class which voted for and against are required.)

D. That the following Article(xx) of the Articles of Incorporation of this corporation were amended, Articles First, _____, _____, to read as follows:

"The name of the Corporation is The Bridgeway, Inc."

DO-14/Rev. 5-1-88

CERTIFIED COPY

IN WITNESS WHEREOF, the said Corporation, UHS of Arkansas, Inc. has caused its corporate name to be subscribed by its President, who hereby verifies that the statements contained in the foregoing Certificate of Amendment are true and correct to the best of his/her knowledge and beliefs, and its corporate seal hereto affixed and duly attested by its Secretary, on this date, November 15, 1993.

Corporate Seal

UHS of Arkansas, Inc.
Corporate Name

/s/ Alan B. Miller
Alan B. Miller President

367 South Gulph Road
King of Prussia, PA 19406
Address

ATTEST:

/s/ Bruce R. Gilbert
Secretary
Bruce R. Gilbert

Instructions: File in DUPLICATE with the **Secretary of Stat**e, State Capitol, Little Rock, AR 72201, with payment of fees. Duplicate copy will be returned to the corporation at the listed address, and must be filed in the office of the county clerk in which the corporation's registered office is located, (in other than Pulaski County) within 60 days after the date of filing with the Secretary of State.

Filing Fee: $50.00

CERTIFIED COPY

FILED
CORPORATIONS DIVISION
CP00052506
98 AUG 03 AM 9:00
SHARON PRIEST
SECRETARY OF STATE
STATE OF ARKANSAS

BY SP

NOTICE OF CHANGE OF REGISTERED OFFICE BY THE REGISTERED AGENT for Corporations

To: Sharon Priest
Secretary of State
Corporations Division
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the Corporation Laws of the State of Arkansas, the undersigned registered agent submits the following statement for the purpose of changing its registered office address for the below named corporation in the state of Arkansas.

☐ Foreign
☒ Domestic

1. Name of Corporation: THE BRIDGEWAY, INC.

2. Address of its present registered office:

417 Spring Street, Little Rock, Arkansas 72201
Street Address, City, State, Zip

3. Address to which registered office is to be changed:

425 West Capitol Avenue, Suite 1700, Little Rock, Arkansas 72201
Street Address, City, State, Zip

4. Name of present registered agent: The Corporation Company

5. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

6. The above named corporation has been notified of the change of address of its registered office.

Dated July 29, 1998

/s/ Kenneth J. Uva

Kenneth J. Uva
Name of Authorized Officer

Vice-President The Corporation Company
Title of Authorized Officer

FILED - Arkansas Secretary of State #100052506 01/08/2008 17:53

CERTIFIED COPY

Arkansas Secretary of State

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION

(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: The Corporation Company

   b. New name of Commercial Registered Agent: The Corporation Company

2. a. Current address on file: 425 West Capitol Avenue
   Suite 1700 (Street Address Line 2) Little Rock, AR (City, State) 72201 (Zip)

   b. New address: 124 West Capitol Avenue (Street Address)
   Suite 1400 (Street Address Line 2) Little Rock, AR (City, State) 72201-3736 (Zip)

3. a. Jurisdiction / type of organization: Business Corporation

   b. New jurisdiction / new type of organization:

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 27th day of December, 2007.

Marie Hauer Asst Secy. (Signature and Title of Authorized Individual)

MARIE HAUER (Printed Name of Authorized Individual)

NO FEE

CRA-CF Rev. 06/07

FILED - Arkansas Secretary of State #100052506 06/19/2008 15:40

CERTIFIED COPY

Arkansas Secretary of State

Charlie Daniels
State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov
Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION

(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: THE CORPORATION COMPANY

   b. New name of Commercial Registered Agent: THE CORPORATION COMPANY

2. a. Current address on file: 124 West Capitol Avenue (Street Address)
   Suite 1400 (Street Address Line 2) Little Rock, AR 72201- 3736 (City, State Zip)

   b. New address: 124 West Capitol Avenue (Street Address)
   Suite 1900 (Street Address Line 2) Little Rock, AR 72201 (City, State Zip)

3. a. Jurisdiction / type of organization: BUSINESS CORPORATION

   b. New jurisdiction / new type of organization:

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 28th day of April, 2008.

Dani Hamer Asst. Secy (Signature and Title of Authorized Individual)

MARIE HAUER (Printed Name of Authorized Individual)

NO FEE

CRA-CF Rev. 08/07

Exhibit 3.257

AMENDED AND RESTATED

B Y L A W S

OF

THE BRIDGEWAY, INC.

ARTICLE I

NAME AND OFFICES

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

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

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, Arkansas." 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 Arkansas, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.258

ARTICLES OF ORGANIZATION FOR
THE NATIONAL DEAF ACADEMY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I
NAME

The name of the Limited Liability Company is THE NATIONAL DEAF ACADEMY, LLC.

ARTICLE II
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 members, and the names and addresses of the members are:

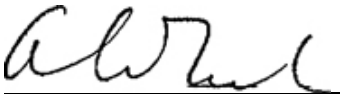
Zeus Enterprises, LLC	152 Lincoln Avenue Winter Park, Florida 32789
Elena Enterprises, LLC	655 5th Avenue North Safety Harbor, Florida 34695

ARTICLE V
INITIAL REGISTERED OFFICE AND AGENT

The address of the initial Registered Office of the Limited Liability Company is 1650 Park Avenue North, Maitland, Florida 32751 and the initial Registered Agent at such address is Alan M. Cohen.

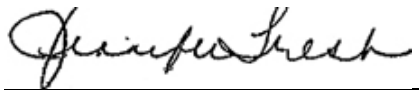
IN WITNESS WHEREOF, the undersigned members affirm that, under penalties of perjury, the facts stated herein are true, and the undersigned members have executed these Articles of Organization this 20th day of June ,2000.

ZEUS ENDEAVORS, LLC



Dr. Alan M. Cohen, Managing Member

ELENA ENTERPRISES, LLC



Jennifer Tresh, Managing Member

FILED
00 JUN 23 PM 4:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE NATIONAL DEAF ACADEMY, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of The National Deaf Academy, 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 Zeus Endeavors, 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 "The National Deaf Academy, 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 June 23, 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, Zeus Endeavors, 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.

ZEUS ENDEAVORS, LLC

By: Premier Behavioral Solutions, Inc.
Its Sole Member

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

EXHIBIT A

Capital Account Balance

$100

7

Exhibit 3.260

ARTICLES OF MERGER

MERGING

BEHAVIORAL HEALTHCARE OF NORFOLK, INC., [Illegible]

a Virginia corporation

INTO

THE PINES RESIDENTIAL TREATMENT CENTER, INC., a Virginia [Illegible] corporation

The undersigned corporations, pursuant to Title 13.1. Chapter 9, Article 12 of the Code of Virginia hereby execute the following Articles of Merger and set forth:

ONE

The Plan of Merger (the "Plan"), pursuant to which Behavioral Healthcare of Norfolk. Inc., a Virginia corporation, will merge into The Pines Residential Treatment enter. Inc., a Virginia corporation (the "Merger"), is attached hereto as Exhibit A and made a part hereof.

TWO

The Plan was approved and adopted by the sole Director of The Pines Residential Treatment Center, Inc. by the execution of a Consent of Sole Director in Lieu of a Special Meeting Action on the Plan by the shareholders of The Pines Residential Treatment Center, Inc. was not required pursuant to Virginia code Section 13.718 G. The Plan was approved by the sole Director of Behavioral Healthcare of Norfolk, Inc. and recommended for approval to the sole shareholder of Behavioral Healthcare of Norfolk, Inc. by the execution of a Consent of Sole Director in Lieu of Special Meeting. The Plan was approved and adopted by Alternative Behavioral Services, Inc. the sole shareholder of Behavioral Healthcare of Norfolk, Inc., by the execution of a Consent of Sole Shareholder in Lieu of a Special Meeting.

THREE

The Surviving Corporation to the Plan shall be The Pines Residential Treatment Center,Inc., a Virginia corporation.

FOUR

The effective time and date of the Merger shall be January 1, 2001.

The undersigned president of The Pines Residential Treatment Center, Inc. declares that the facts stated herein are true as of November __,2000

THE PINES RESIDENTIAL TREATMENT CENTER, INC.

By: _____
Edward C.Irby,Jr., President

The undersigned president of Behavioral Healthcare of Norfolk. Inc. declares that the facts stated herein are true as of November __,2000

BEHAVIORAL HEALTHCARE OF NORFOLK, INC.

By: _____
Edward C.Irby,Jr., President

PLAN OF MERGER

THIS PLAN OF MERGER is made and entered into as of this 30th day of November, 2000 by and between Behavioral Healthcare of Norfolk, Inc. a corporation incorporated under the laws of Virginia ("Merged Corp.") and The Pines Residential Treatment Center, Inc., a corporation incorporated under the laws of Virginia ("Surviving Corporation").

A. The Board of Directors of Merged Corp., by resolution adopted on November 30, 2000, and Surviving Corporation, by resolution adopted on November 30, 2000, have approved the merger of Merged Corp, with and into Surviving Corporation by a statutory merger upon the terms and conditions set forth herein.

NOW THEREFORE, Merged Corp. and Surviving Corporation agree as follows:

1. Merger. At the Effective Time (as defined below, Merged Corp, shall merge with and into Surviving Corporation (the "Merger") in accordance with the provisions of Article 12 of the Virginia Stock Corporation Act: Surviving Corporation shall he and continue in existence as the surviving corporation of the Merger under its present name; and the separate existence of Merged Corp, shall cease.

2. The effective time and date of the Merger shall be January 1, 2001 (the "Effective time")

3. Effect of Merger on Outstanding Shares.

(a) At the Effective Time, each issued and outstanding share of capital stock of Merged Corp. shall be canceled.

(b) The issued and outstanding shares of capital stock of Surviving Corporation shall remain outstanding after the Merger and shall not be affected in any way by the Merger.

4. Articles of Incorporation and Bylaws; Officers and Directors. [Illegible] Articles of Incorporation and Bylaws of Surviving Corporation in effect at the Effective Time shall continue (until amended or repealed as provided by applicable law) to be the Articles of Incorporation and Bylaw of Surviving Corporation after the Effective Time.

IN WITNESS WHEREOF, Merged Corp. and Surviving Corporation have caused this Plan of Merger to he executed as of the day and year first above written

BEHAVIORAL HEALTHCARE OF NORFOLK, INC.
A Virginia corporation

By: [Illegible]
Edward C. Irby, Jr., President

THE PINES RESIDENTIAL TREATMENT CENTER, INC.
A Virginia corporation

By: [Illegible]
Edward C. Irby, Jr., President

ARTICLES OF MERGER

MERGING

FIRST HOSPITAL CORPORATION OF NORFOLK, INC. [Illegible]
a Virginia corporation

INTO

THE PINES RESIDENTIAL TREATMENT CENTER, INC., a Virginia [Illegible]
corporation

The undersigned corporations, pursuant to Title 13.1, Chapter 9. Article 12 of the Code of Virginia, hereby execute the following Articles of Merger and set forth:

ONE

The Plan of Merger (the "Plan"), pursuant to which First Hospital Corporation of Norfolk a Virginia corporation, will merge into The Pines Residential Treatment Center, Inc., a Virginia corporation (the "Merger"), is attached hereto as Exhibit A and made a part hereof.

TWO

The Plan was approved and adopted by the sole Director of The Pines Residential Treatment Center, Inc. by the execution of a Consent of Sole Director in Lieu of a Special Meeting. Action on the Plan by the shareholders of The Pines Residential Treatment Center. Inc. was not required pursuant to Virginia code Section 13.718 G. The Plan was approved by the sole Director of First Hospital Corporation of Norfolk and recommended for approval to the sole shareholder of First Hospital Corporation of Norfolk by the execution of a Consent of Sole Director in Lieu of Special Meeting. The Plan was approved and adopted by FHC Health Systems, Inc., the sole shareholder of First Hospital Corporation of Norfolk, by the execution of a Consent of Sole Shareholder in Lieu of a Special Meeting.

THREE

The Surviving Corporation to the Plan shall be The Pines Residential Treatment Center, Inc. a Virginia corporation.

FOUR

The effective time and date of the Merger shall be January 1, 2001.

The undersigned president of' The Pines Residential Treatment Center, Inc. declares that the facts stated herein are true as of November 30, 2000

THE PINES RESIDENTIAL TREATMENT CENTER. INC.

By: [ILLEGIBLE]
Edward C. Irby. Jr., President

The undersigned president of First Hospital Corporation of Norfolk. Inc. declares that the facts Stated herein are true as of November 30,2000

FIRST HOSPITAL CORPORATION NORFOLK

By: /s/ Ronald I. Dozoretz
Ronald I. Dozoretz M.D., President

PLAN OF MERGER

THIS PLAN OF MERGER is made and entered into as of this 30th day of November. 2000 by and between First Hospital Corporation of Norfolk a corporation incorporated under the laws of Virginia ("Merged Corp.") and The Pines Residential Treatment Center, Inc. a corporation incorporated under the laws of Virginia ("Surviving Corporation").

A. The Board of Directors of Merged Corp. by resolution adopted on November 30. 2000. and Surviving Corporation, by resolution adopted on November 30, 2000, have approved the merger of Merged Corp. with and into Surviving Corporation by a statutory merger upon the terms and conditions set forth herein.

NOW THEREFORE. Merged Corp. and Surviving Corporation agree as follows:

1. Merger At the Effective Time (as defined below). Merged Corp. shall merge with and into Surviving Corporation (the "Merger") in accordance with the provisions of Article 12 of the Virginia Stock Corporation Act; Surviving Corporation shall be and continue in existence as the surviving corporation of the Merger under its present name: and the separate existence of Merged Corp. shall cease.

2. The effective time and date of the Merger shall be January 1, 2001 (the "Effective Time").

3. Effect of Merger on Outstanding Shares.

(a) At the Effective Time, each issued and outstanding share of capital stock of Merged Corp. shall be canceled.

(b) The issued and outstanding shares of capital stock of Surviving Corporation shall remain outstanding after the Merger and shall not be affected in any way by the Merger.

4. Articles of Incorporation and Bylaws; Officers and Directors: The Articles of incorporation and Bylaws of Surviving Corporation in effect at the Effective Time shall continue (until amended or repealed as provided by applicable law) to be the Articles of Incorporation and Bylaws of Surviving Corporation after the Effective Time.

IN WITNESS WHEREOF, Merged Corp, and Surviving Corporation have caused this Plan of Merger to be executed as of the day and year first above written.

FIRST HOSPITAL CORPORATION OF NORFOLK
A Virginia corporation

By: /s/ Ronald I. Dozoretz
Ronald I. Dozoretz, M.D., President

THE PINES RESIDENTIAL TREATMENT CENTER, INC.
A Virginia corporation

By: [Illegible]
Edward C. Irby, Jr., President

ARTICLES OF AMENDMENT
OF ARTICLES OF INCORPORATION
OF PINES TREATMENT CENTER, INC.

I.

The name of the Corporation is Pines Treatment Center, Inc.

II.

Article I of the Articles of Incorporation shall be amended to state in its entirety as follows:

"The name of the Corporation is The Pines Residential Treatment Center, Inc."

III.

The Amendment to the Articles of Incorporation as set forth in Article II hereof was adopted by Written Consent of the Sole Shareholder of the Pines Treatment Center, Inc., effective as of September 18, 1990.

PINES TREATMENT CENTER, INC.

By /s/ Thea M. Medvetz
Thea M. Medvetz, Esq
Assistant Secretary

ARTICLES OF INCORPORATION

OF

PINES TREATMENT CENTER, INC.

I.

The name of the Corporation is Pines Treatment Center, Inc.

II.

The Corporation shall have authority to issue 5,000 shares.

III.

The initial registered agent shall be Douglas A. Britton, Esq., a member of the Virginia State Bar and a resident of the Commonwealth of Virginia whose business address is 870 World Trade Center, City of Norfolk, Virginia 23510, and is the same as the address of the initial registered office.

Date: 6/30/88

/s/ Louis J. Rogers
Louis J. Rogers
Incorporator

Exhibit 3.261

AMENDED AND RESTATED

B Y L A W S

OF

THE PINES RESIDENTIAL TREATMENT CENTER, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be The Pines Residential Treatment Center, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the Commonwealth of Virginia. The Corporation may also have offices at such other places both within and without the Commonwealth of Virginia as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the Commonwealth of Virginia as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the Commonwealth of Virginia nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the Commonwealth of Virginia as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

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

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8 . President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the Commonwealth of Virginia.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

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

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

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

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the Commonwealth of Virginia, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

SEP 2 7 2010

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

RESTATED ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-44-204(b) of the 1976 South Carolina Code of Laws, as amended, the limited liability company hereby restates the articles of organization The limited liability company's present name, (and if it has been changed, all of its former names) Three Rivers Behavioral Health, LLC

formerly known as Three Rivers Behavioral Care, LLC

The articles of organization of this limited liability company were filed on August 21, 2000
Date

1 The street address of the registered office of the limited liability company is

2 Office Park Court, Suite 103
Street Address

Columbia, SC 29223
City County Zip Code

and the initial registered agent of the limited liability company at that office is

National Registered Agents, Inc

2 The latest date upon which the limited liability company is to dissolve - not applicable

The limited liability company is an at-will company

3 [ ] Check this box only if management of the limited liability company is currently vested in a manager or managers

4 Set forth any other currently applicable provisions which were previously included in the original articles of organization and any amendments to those articles, including any being filed simultaneously with these restated articles

The company is managed by its member(s)

070524-0144 FILED 05/24/2007
THREE RIVERS BEHAVIORAL HEALTH, LLC
Filing Fee $110 00 ORIG

Mark Hammond South Carolina Secretary of State

Three Rivers Behavioral Health, LLC
Name of Limited Liability Company

Date

Signature

by Christopher L Howard, VP & Secretary
Name Capacity

NOTE

THESE RESTATED ARTICLES MAY ONLY CONTAIN PROVISIONS PREVIOUSLY INCLUDED IN THE ORIGINAL ARTICLES OF ORGANIZATION OR AS THOSE PROVISIONS HAVE BEEN AMENDED OR AMPLIFIED BY A FILED AMENDMENT TO THESE ARTICLES IF NEW MATERIAL IS TO BE INCLUDED IN THESE RESTATED ARTICLES, THIS FORM MUST BE ACCOMPANIED BY AN AMENDMENT TO THE ARTICLES THE NEW PROVISIONS FROM THIS AMENDMENT BEING MADE SIMULTANEOUSLY WITH THIS FILING MAY THEN BE INCLUDED IN THESE RESTATED ARTICLES

FILING INSTRUCTIONS

1 File two copies of this form the original and either a duplicate original or a conformed copy

2 This form must be accompanied by the filing fee of $110 00, payable to the Secretary of State

Returnto Secretaryof State
PO Box 11 350
Columbia SC 29211

THREE RIVERS BEHAVIORAL HEALTH, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Three Rivers Behavioral Health, LLC, a South Carolina company, (the "Company"), is entered into and shall be effective as of January 1, 2011, by and between the Company and Three Rivers Healthcare Group, 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 South Carolina Limited Liability Company Law, Title 33, Chapter 44 of the South Carolina Code of Laws, 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 "Three Rivers Behavioral Health, 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 South Carolina Secretary of State on August 21, 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, Three Rivers Healthcare Group, 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 South Carolina as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify the Member and any person who is or was an employee or other agent of the Company, or the legal representative of the Member and any such employee or agent (each an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person or entity was the Member, or an employee or agent, of the Company or was at the request of the Company also serving as a manager, director, employee, officer, or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this section shall be a contract right enforceable by an Indemnitee against the Company, and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this section shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this section with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

ARTICLE VI. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

1. the written consent of the Member; or

2. entry of a decree of judicial dissolution of the Company under the LLC Law.

B. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause the dissolution of the Company.

C. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the LLC Law. Upon the winding up of the Company, the Company' s property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities, and then (ii) to the Member. Distributions shall be in cash or in property or partly, in both as determined by the Member.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. Binding Effect. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors and assigns.

B. Interpretation. Section headings are intended for reference only and are not intended as substantive provisions of this Agreement. Unless the context clearly requires otherwise, all references to the masculine gender shall include the feminine and the neuter and vice versa.

C. Jurisdiction. All questions pertaining to the construction or validity of the provisions of this Agreement shall be governed by the domestic, internal law of the State of South Carolina without regard to its conflict of laws principles.

D. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior written and oral agreements.

[This space intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Company and the Member have executed this Agreement on the day and year first above written.

THREE RIVERS HEALTHCARE GROUP, LLC

By: Premier Behavioral Solutions, Inc.
Its Sole Member

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

EXHIBIT A

Capital Account Balance

$100

7

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

SEP 2 7 2010

RESTATED ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-44-204(b) of the 1976 South Carolina Code of Laws, as amended, the limited liability company hereby restates the articles of organization The limited liability company's present name, (and if it has been changed, all of its former names) Three Rivers Healthcare Group, LLC

The articles of organization of this limited liability company were filed on February 24, 2005
Date

1 The street address of the registered office of the limited liability company is

2 Office Park Court, Suite 103
Street Address

Columbia, SC 29223
City County Zip Code

and the initial registered agent of the limited liability company at that office is

National Registered Agents, Inc

2 The latest date upon which the limited liability company is to dissolve - not applicable

The limited liability company is an at-will company

3 [ ] Check this box only if management of the limited liability company is currently vested in a manager or managers

4 Set forth any other currently applicable provisions which were previously included in the original articles of organization and any amendments to those articles, including any being filed simultaneously with these restated articles

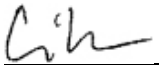
The company is managed by its member(s)

070524-0143 FILED 06/24/2007
THREE RIVERS HEALTHCARE GROUP, LLC
Filing Fee $110 00 ORIG

Mark Hammond South Carolina Secretary of State

Three Rivers Healthcare Group, LLC
Name of Limited Liability Company

Date _____



Signature

by Christopher L Howard, VP & Secretary
Name Capacity

NOTE

THESE RESTATED ARTICLES MAY ONLY CONTAIN PROVISIONS PREVIOUSLY INCLUDED IN THE ORIGINAL ARTICLES OF ORGANIZATION OR AS THOSE PROVISIONS HAVE BEEN AMENDED OR AMPLIFIED BY A FILED AMENDMENT TO THESE ARTICLES IF NEW MATERIAL IS TO BE INCLUDED IN THESE RESTATED ARTICLES, THIS FORM MUST BE ACCOMPANIED BY AN AMENDMENT TO THE ARTICLES THE NEW PROVISIONS FROM THIS AMENDMENT BEING MADE SIMULTANEOUSLY WITH THIS FILING MAY THEN BE INCLUDED IN THESE RESTATED ARTICLES

FILING INSTRUCTIONS

1. File two copies of this form, the original and either a duplicate original or a conformed copy
2. This form must be accompanied by the filing fee of $110 00, payable to the Secretary of State

Return to Secretary of State
PO Box 11350
Columbia SC 29211

Exhibit 3.265

THREE RIVERS HEALTHCARE GROUP, 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 THREE RIVERS HEALTHCARE GROUP, LLC, a South Carolina 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 South Carolina (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 February 24, 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 "THREE RIVERS HEALTHCARE GROUP, 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 2 Office Park Court, Suite 103, Columbia, SC 29223.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Three Rivers Healthcare Group, LLC

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:33 PM 06/30/2009
FILED 12:17 PM 06/30/2009
SRV 090661036 - 4704545 FILE

CERTIFICATE OF FORMATION
OF
TOLEDO HOLDING CO., LLC

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

1. The name of the limited liability company is TOLEDO HOLDING CO., LLC (the "Company").

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

3. The Company shall have the power and authority to carry on any business permitted by, and to have and exercise all of the powers and rights conferred by, the Act as amended from time to time or any successor provisions thereto.

4. This Certificate of Formation shall be effective upon filing with the Delaware Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 30th day of June, 2009.

Miranda K. Kelley

Miranda K. Kelley, Authorized Person

2847688.1

Exhibit 3.267

TOLEDO HOLDING CO., LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into as of November 15, 2010 by Horizon Health Hospital Services, LLC, a Delaware limited liability company and the sole member (the "Managing Member") of TOLEDO HOLDING CO., LLC, a Ohio 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 Ohio (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 30, 2009. 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 "TOLEDO HOLDING CO., 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 1300 East 9th Street, Cleveland, OH 44114.

2.6. Principal Office. The principal office of the LLC shall be located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, or any other place selected by the Member.

2.7. Member. The Managing Member shall be the initial sole member and shall own all of the interests in the LLC. The name, present mailing address and taxpayer identification number of the Member shall be maintained with the books and records of the LLC.

2.8. No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes.

ARTICLE III
CAPITAL

3.1. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member. The Member shall have no obligation to make additional capital contributions except as the Member expressly agrees. All capital contributions made by the Member to the Company shall be credited to the Member's capital account. The Member shall have no personal liability for any obligations of the LLC.

3.2. Membership Interests. The limited liability company interests of the LLC shall not be evidenced by certificates issued by the LLC.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1. Allocations and Distributions. All Profit and Loss shall be allocated to the Member. Cash shall be distributed to the Member as the Member shall determine from time to time.

4.2. Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of his interest in the LLC if such distribution would violate the Act or other applicable law.

ARTICLE V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES

The Managing Member shall have the exclusive control over the Governance and Operation of the LLC and shall be duly authorized to take any and all action of behalf of the LLC.

5.1. Signing Authority. Any document or instrument purporting to bind the LLC shall be effective to bind the LLC when executed by (a) the Managing Member or (b) any Person authorized by the Managing Member pursuant to Section 5.1 hereof (including an officer of the LLC acting within the scope of his or her authority).

5.2. Liability and Indemnification. No Member, in such capacity, shall be liable for any obligation or liability of the LLC. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, the Member, and each agent, partner, officer, employee, counsel and affiliate of the Member or of any of its affiliates (individually, an "Indemnified Party"), as follows:

5.2.1. The LLC shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of its status as the Member, or an agent, partner, officer, employee, counsel or affiliate of the Member or of any of its affiliates, regardless of whether the Indemnified Party continues in the capacity at the time the liability or expense is paid or incurred, and regardless of whether the Action is brought by a third party, or by or in the right of the LLC; provided, however, no such Person shall be indemnified for any Indemnified Costs (i) which proximately result from the Person's self-dealing, willful misconduct or reckless misconduct; (ii) which are sought in connection with any proceeding arising out of a material breach of any agreement, between such Person and the LLC or any affiliate of the LLC or (iii) for which indemnification is prohibited by applicable laws.

5.2.2. The LLC shall pay or reimburse, to the fullest extent allowed by law and consistent with Section 5.2.1 above, in advance of the final disposition of the proceeding, Indemnified Costs incurred by the Indemnified Party in connection with any Action that is the subject of Section 5.2.1 above.

ARTICLE VI
TRANSFER OF INTERESTS

6.1. Transfer. The Managing Member shall have the right to transfer its membership interest to any Person at any time, but any transfer of less than the Member's entire interest shall be in accordance with Section 6.2. Any transferee shall be admitted as a Member as of the effective date of the transfer.

6.2. Admission of New Members. No new Member shall be admitted, either by transfer of a portion of the Member's interest, or in any other manner, which causes the LLC to have two or more Members, until this Agreement has been amended to provide for such admission, including amendments relating to the governance of the LLC, and providing for the allocation of Profits and Losses of the LLC among the Members, and such amendment has been accepted by the existing Member and the new Member.

ARTICLE VII
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

7.1. Events of Dissolution. The LLC shall be dissolved upon the election of the Member.

7.2. Procedure for Winding Up and Dissolution. If the LLC is dissolved for any reason, the Member shall wind up its affairs.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Amendment. This Agreement may not be amended without the written consent of the Member.

8.2. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State, without regard for any rules or principles thereof that would require or permit the application of the law of any other jurisdiction.

8.3. No Third Party Benefit. The provisions hereof are solely for the benefit of the LLC and its Member and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the LLC or any other Person.

8.4. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

8.5. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

8.6. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7. Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth hereinabove.

By: Horizon Health Hospital Services, LLC

By: Horizon Health Corporation
Its Sole Member

By: _____
Name: Steve Filton
Title: Vice President

Toledo Holding Co., LLC

Secretary of State
Business Services and Regulation
Suite 315, West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 943460617
CONTROL NUMBER: 8213829
EFFECTIVE DATE: 12/12/1994
REFERENCE : 0091
PRINT DATE : 12/13/1994
FORM NUMBER : 411

C T CORPORATION SYSTEM
RUDENE REMBERT
1201 PEACHTREE STREET, N.E.
ATLANTA, GA 30361

CERTIFICATE OF MERGER

I, **MAX CLELAND**, Secretary of State of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia Annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of said filing.

Surviving Entity:
TURNING POINT CARE CENTER, INC., a Georgia corporation

Nonsurviving Entity/Entities:
ASC OF CANTON, INC., a Georgia corporation

Max Cleland
MAX CLELAND
SECRETARY OF STATE

Verley J. Spivey
VERLEY J. SPIVEY
DEPUTY SECRETARY OF STATE

SECURITIES 656-2894 | CEMETERIES 656-3079 | CORPORATIONS 656-2817 | CORPORATIONS HOT-LINE 404-656-2222 Outside Metro-Atlanta

CERTIFICATE OF MERGER
OF
ASC OF CANTON, INC.
INTO
TURNING POINT CARE CENTER, INC.

The undersigned corporation organized and existing under and by virtue of the Georgia Business Corporation Code,

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
ASC of Canton, Inc.	Georgia
Turning Point Care Center, Inc.	Georgia

SECOND: That a Plan 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 the Georgia Business Corporation Code.

THIRD: That the name of the surviving corporation of the merger is Turning Point Care Center, Inc.

FOURTH: That the Certificate of Incorporation of Turning Point Care Center, Inc., a Georgia corporation which will survive the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Plan 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 Universal Corporate Center, 367 South Gulph Road, King of Prussia, Pennsylvania 19406.

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

SEVENTH: That merger and Plan of Merger have been duly approved by the Board of Directors and the Sole Shareholder of both the merging corporation and the surviving corporation.

EIGHTH: That this Certificate of Merger shall be effective on the date of filing with the Georgia Secretary of State.

Dated: December 8, 1994

TURNING POINT CARE CENTER, INC.

By: /s/ Bruce R. Gilbert
Bruce R. Gilbert
Secretary

ATTEST:

By: /s/ Sherrie L. Hedrick
Sherrie L. Hedrick
Assistant Secretary

[ILLEGIBLE]

Notice of Merger

Notice is given that a Certificate of Merger which will effect a merger by and between ASC of Canton, Inc., a Georgia corporation, and Turning Point Care Center, Inc., a Georgia corporation, will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The name of the surviving corporation in the merger will be Turning Point Care Center, Inc., a corporation incorporated in the state of Georgia. The registered office of such corporation is located at 1201 Peachtree Street, N.E., Atlanta, Georgia, and its registered agent at such address is CT Corporation System.

Secretary of State
Business Services and Regulation
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER	:	921910152
CONTROL NUMBER	:	8213829
EFFECTIVE DATE	:	07/21/1992
REFERENCE	:	0077
PRINT DATE	:	08/03/1992
FORM NUMBER	:	411

UNIVERSAL HEALTH SERVICES, INC.
UNIVERSAL CORPORATE CENTER
367 SOUTH GULP ROAD
KING OF PRUSSIA, PA 19406

CERTIFICATE OF MERGER

I, MAX CLELAND, Secretary of State of the State of Georgia, do hereby issue this certificate pursuant to Georgia Law certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of said filing.

Surviving Corporation:
TURNING POINT CARE CENTER, INC., a Georgia corporation

Nonsurviving Corporation(s):
UHS RIDGEVIEW, INC., a Georgia corporation

/s/ Max Cleland
MAX CLELAND
SECRETARY OF STATE

/s/ Verley J. Spivey
VERLEY J. SPIVEY
DEPUTY SECRETARY OF STATE

921910152

$20

CERTIFICATE OF MERGER
OF
UHS RIDGEVIEW, INC.
INTO
TURNING POINT CARE CENTER, INC.

The undersigned corporation organized and existing under and by virtue of the Georgia Business Corporation Code,

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 Ridgeview, Inc.	Georgia
Turning Point Care Center, Inc.	Georgia

SECOND: That a Plan 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 the Georgia Business Corporation Code.

THIRD: The name of the surviving corporation of the merger is Turning Point Care Center, Inc.

FOURTH: That the Certificate of Incorporation of Turning Point Care Center, Inc., a Georgia corporation which will survive the merger shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Plan 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 Plan of Merger will be furnished by the surviving corporation, on request and without cost to any shareholder of any constituent corporation.

SEVENTH: The merger and Plan of Merger have been duly approved by the Board of Directors and the Sole Shareholder of both the merging corporation and the surviving corporation.

EIGHTH: This Certificate of Merger shall be effective on the date of filing with the Georgia Secretary of State.

Dated: May 8, 1992

TURNING POINT CARE CENTER, INC

By: /s/ Sidney Miller
Sidney Miller
Vice President

ATTEST:

By: /s/ Bruce R. Gilbert
Bruce R. Gilbert
General Counsel

PMTPCC 050792

CERTIFICATE

TURNING POINT CARE CENTER, INC.

I, Sherrie L. Hedrick, Assistant Secretary of Turning Point Care Center, Inc., do hereby certify that a request for publication of a notice of intent to file a Certificate of Merger and payment therefor have been made pursuant to Georgia Business Corporation Code 14-2-1105.1(b); and that the attached Publisher's Affidavit evidences proper publication of the notice of merger.

Sherrie L. Hedrick
Assistant Secretary

167471

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA, - County of Fulton.

Before me, the undersigned, a Notary Public, this day personally came DAWN T. STUART, who, being duly sworn, according to law, says that SHE is the AGENT of the *Daily Report Company*, publishers of the *Fulton County Daily Report*, official newspaper published at Atlanta, in said county and State, and that the publication, of which the annexed is a true copy, was published in said paper on the 28TH day(s) of MAY, 19 92, and on the 4TH days of JUNE, 1992 as provided by law.

Dawn T. Stuart

NOTICE OF MERGER

Notice is given that a Certificate of Merger which will effect a merger by and between **UHS Ridgeview, Inc.**, a Georgia corporation, and **Turning Point Care Center, Inc.**, a Georgia corporation, will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The name of the surviving corporation in the merger will be **Turning Point Care Center, Inc.**, a corporation incorporated in the State of Delaware. The registered office of such corporation is located at 2 Peachtree Street, N.W., Atlanta, Georgia, and its registered agent at such address is CT Corporation System.

May 28 June 4 1992x 5
167471

Subscribed and sworn to before me this 5 day of JUNE, 19 92.

Casandra Jean Harkness

Notary Public, Fulton County, Georgia
My Commission Expires April 12, 1995

12

$8 604524
$25

CERTIFICATE

THIS DOCUMENT RECEIVED
AND FILED IN THE OFFICE
OF THE SECRETARY OF STATE.
BY : J. R. Bl...
DATE: Jan 4, 1988

ARTICLES OF MERGER
OF
PINE VIEW INSTITUTE, INC.
a Georgia corporation
INTO
TURNING POINT CARE CENTER, INC.
a Georgia corporation

The undersigned Georgia corporations, pursuant to the provisions of Title 14, Section 14-2-213, of the Official Code of Georgia, as amended, hereby execute the following Articles of Merger:

ARTICLES OF MERGER, by and between Turning Point Care Center, Inc., a Georgia corporation, herein called the surviving corporation and pine View Institute, Inc., a Georgia corporation, herein called the merging corporation.

Turning Point Care Center, Inc. was incorporated in Georgia on the 22nd day of November, 1982, and its registered office is in Atlanta, and

Pine View Institute, Inc. was incorporated in Georgia on the 7th day of September, 1984, and its registered office is in Atlanta, and

ARTICLE ONE

The following plan of merger was approved by the shareholders of the undersigned surviving corporation and was approved by the shareholders of the merged corporation in the manner prescribed by the Georgia Business Corporation Code.

The merging corporation shall be merged into the surviving corporation.

The terms and conditions of the merger are as follows:

Until altered, amended or repealed, as therein provided, the by laws of Turning Point Care Center, Inc., as in effect on the date of filing this agreement of merger, shall be the bylaws of the surviving corporation.

The Directors and Officers of the surviving corporation on the effective date of this merger, shall continue to be the Directors and Officers of the surviving corporation, as follows:

Board of Directors:

Alan B. Miller — 367 South Gulph Road, King of Prussia, PA 19406

Sidney Miller	367 South Gulph Road King of Prussia, PA 19406
Thomas J. Bender	367 South Gulph Road King of Prussia, PA 19406

OFFICE	NAMES	RESIDENCES
President	Alan B. Miller	367 South Gulph Road King of Prussia, PA 19406
Vice President	Sidney Mi1ler	367 South Gulph Road King of Prussia, PA 19406
Treasurer	Kirk E. Gorman	367 South Gulph Road King of Prussia, PA 19406
Secretary	Robert M. Dubbs	367 South Gulph Road King of Prussia, PA 19406
Asst. Treasurer	Joyce H. Lunney	367 South Gulph Road King of Prussia, PA l9406
Asst. Secretary	Bruce R. Gilbert	367 South Gulph Road King of Prussia, PA 19406

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 Georgia shall be the annual meeting provided or to be provided by the bylaws thereof for the year 1988.

The first regular meeting of the Board of Directors of the surviving corporation to be held after the date of filing this agreement of merger in the office of the Secretary of State of Georgia may be called or may convene in the manner provided in the bylaws of the surviving corporation and may be held at the time and place specified in the notice of the meeting.

The surviving corporation shall pay all expenses of carrying this agreement of merger into effect and of accomplishing the merger.

Upon the filing of these Articles of Merger with the office of the Secretary of State of Georgia, the separate existence of the merging corporation shall cease and all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of 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 merger corporation or otherwise to take any and all such action.

All rights of creditors and all liens upon the property of either of said corporations shall be preserved unimpaired, and all debts, liabilities and duties may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

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 certificate representing shares of common stock of the merging corporation which are converted to shares of common stock of the surviving corporation pursuant to these Articles 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.

The mode of carrying this agreement of merger into effect is as follows: This Agreement, after having been approved by a majority vote of the Board of Directors of each corporation, party hereto, shall be majority of the directors of each of said corporations, whereupon it shall be submitted to the shareholders of each of said corporations at a meeting of each duly called separately in the manner prescribed by the laws of the State of Georgia, and if at such meetings seperatly held, all shareholders of each corporation shall vote for the adoption of the agreement by the secretary of each corporation, and the agreement so adopted and certified, shall be signed by the vice-president and secretary of each of such corporations and acknowledged by the secretary of each of such corporations, whereupon it shall be delivered to the Secretary of State of Georgia for filing and a copy certified by the Secretary of State of Georgia shall be filed for record in the office of the Recorder of the Mortgages in which any of the corporations, parties hereto, have their registered office, and in the conveyance records of each county or parish in which any corporation has immovable property, title to which will be transferred as a result of the merger.

The Articles of Incorporation of the surviving corporation are not to be amended by virtue of the merger provided for in this agreement.

ARTICLE TWO

The plan of merger was adopted by a unanimous written consent signed by all the shareholders of Pine View Institute, Inc.

ARTICLE THREE

As to each corporation, the number of shares outstanding and entitled to vote and the number and designation of the shares of any class entitled to vote as a class, are:

Name of Corporation	No of Shares outstanding & Entitled to Vote	Designation of Class Entitled to vote as a C1ass (If any)	No. of Outstanding Shares of Such Class. (If any)
Turning Pont Care Center, Inc.	2,000	Common	
Pine View Institute, Inc.	500	Common	

ARTICLE FOUR

As to each corporation, the number of shares voted for the plan respectively, and the number of shares of any class entitled to vote as a class voted for the plane, are as follows:

Name of Corporation	Total Shares voted For the Plan	Class	Shares Voted For the Plan
Turning Point Care Center, Inc.	2,000	Common	2,000
Pine View Institute, Inc	500	Common	500

ARTICLE FIVE

The merger shall become effective as of the time of filing of the Articles of Merger with the time of filing of the Articles of Merger with the Secretary of State.

IN WITNESS WHEREOF, the parties hereto have caused these articles of merger to be executed in its name by its vice president and attested to by its secretary as of the 31st day of December, 1987

TURNING POINT CARE CENTER, INC.

By: /s/ Sidney Miller
SIDNEY MILLER
Vice President

ATTEST

/s/ Robert M. Dubbs
ROBERT M. DUBBS
Secretary

PINE VIEW INSTITUTE, INC.

By: /s/ Sidney Miller
SIDNEY MILLER
Vice President

ATTEST

/s/ Robert M. Dubbs
ROBERT M. DUBBS
Secretary

[ILLEGIBLE GRAPHICS]

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$ 25.00

ARTICLES OF MERGER
OF
UNIVERSAL CHATTAHOOCHEE INSTITUTE, INC.
a Georgia corporation
INTO
TURNING POINT CARE CENTER, INC.
A Georgia corporation

The undersigned Georgia corporations, pursuant to the provisions of Title 14, Section 14-2-213, of the Official Code of Georgia, as amended, hereby execute the following Articles of Merger;

ARTICLES OF MERGER, dated this 8th day of May, 1987, by and between Turning Point Care Center, Inc., a Georgia corporation, herein called the surviving corporation and Universal Chattahoochee Institute, Inc., a Georgia corporation, herein called the merging corporation.

Turning Point Care Center, Inc. was incorporated in Georgia on the 22nd day of November, 1982, and its registered office is in Atlanta, and

Universal Chattahoochee Institute, Inc. was incorporated in Georgia on the 7th day of August, 1984, and its registered office is in Atlanta, and

ARTICLE ONE

The following plan of merger was approved by the shareholders of the undersigned surviving corporation and was approved by the shareholders of the merged corporation in the manner prescribed by the Georgia Business Corporation Code.

The merging corporation shall be merged into the surviving corporation.

The terms and conditions of the merger are as follows:

Until altered, amended or repealed, as therein provided, the bylaws of Turning Point Care Center, Inc., as in effect on the date of filing this agreement of merger, shall be the bylaws of the surviving corporation.

The Directors and Officers of the surviving corporation on the effective date of this merger, shall continue to be the Directors and Officers of the surviving corporation, as follows:

Board of Directors:

Alan B. Miller	367 South Gulph Road King of Prussia, PA 19406
Sidney Miller	367 South Gulph Road King of Prussia, PA 19406
Thomas J. Bender	367 South Gulph Road King of Prussia, PA 19406

OFFICE	NAMES	RESIDENCES
President	Alan B. Miller	367 South Gulph Road King of Prussia, PA 19406
Vice President/Treasurer	Sidney Miller	367 South Gulph Road King of Prussia, PA 19406
Secretary	Robert M. Dubbs	367 South Gulph Road King of Prussia, PA 19406
Asst. Treasurer	Joyce M. Lunney	367 South Gulph Road King of Prussia, PA 19406
Asst. Secretary	Bruce R. Gilbert	367 South Gulph Road King of Prussia, PA 19406

The first annual meeting of the shareholders of the surviving corporation held after the data of the filing of this agreement of merger in the officer of the Secretary of State of Georgia shall be (illegible) annual meeting provided or to be provided by the bylaws thereof for the year 1987.

The first regular meeting of the Board of Directors of the surviving corporation to be held after the date of filing this agreement of merger in the office of the Secretary of State of Georgia 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 filing of these Articles of Merger with the office of the Secretary of State of Georgia, the separate existence of the merging corporation shall cease and all the property, rights, privileges, franchises, patents, trade-marks, licenses, registrations and other assets of every kind and description of 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.

All rights of creditors and all liens upon the property of either of said corporations shall be preserved unimpaired, and all debts, liabilities and duties may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

The manner of converting the shares of the constituent corporations into shares or other securities of the surviving corporation shall be forthwith upon filing this agreement of merger in the office of the Secretary of State of Georgia. If at the time of the filing and recording of this agreement of merger Turning Point Care Center, Inc. shall own any of the outstanding shares of Universal Chattahoochee Institute, Inc., 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 said corporation.

The mode of carrying this agreement of merger into effect is as follows: This Agreement, after having been approved by a majority vote of the Board of Directors of each corporation, party hereto, shall be signed by a majority of the directors of each of said corporation, whereupon it shall be submitted to the shareholders of each of said corporation at a meeting of each, duly called separately in the manner prescribed by the laws of the State of Georgia, and if at such meetings separately held, the holders of two-thirds of the voting power present of all shareholders of each corporation shall vote for the adoption of the agreement, that fact shall be certified on the agreement by the secretary of each corporation, and the agreement so adopted and certified, shall be signed by the president and secretary of each of said corporations and acknowledged by the vice president of each of such corporation, whereupon it shall be delivered to the Secretary of State of Georgia for filing and a copy

certified by the Secretary of State of Georgia shall be filed for record in the office of the Recorder of the Mortgages in which any of the corporations, parties hereto, have their registered office, and in the conveyance records of each county or parish in which any corporation has immovable property, title to which will be transferred as a result of the merger.

The Articles of Incorporation of the surviving corporation are not to be amended by virtue of the merger provided for in this agreement .

ARTICLE TWO

The plan of merger was adopted by a unanimous written consent signed by all the shareholders of Universal Chattahoochee Institute, Inc.

ARTICLE THREE

As to each corporation, the number of shares outstanding and entitled to vote and the number and designation of the shares of any class entitled to vote as a class, are:

Name of Corporation	No. of shares Outstanding & Entitled to Vote	Designation of Class Entitled to vote as a C1ass (if any)	No. of Outstanding Shares of Such Class (if any)
Turning Point Care Center, Inc.	2,000	Common	
Universal Chattahoochee Institute, Inc.	500	Common	

ARTICLE FOUR

As to each corporation, the number of shares voted for the plan respectively, and the number of shares of any class entitled to vote as a class voted for the plan, are as follows:

Name of Corporation	Total Shares Voted for the Plan	Class	Shares Voted For the Plan
Turning Point Care Center, Inc.	2,000	Common	2 000
Universal Chattahoochee Institutes, Inc.	500	Common	500

ARTICLE FIVE

The merger shall become effective as of the time of filing of the Articles of Merger with the Secretary of State.

IN WITNESS WHEREOF, the parties hereto have caused these articles of merger to be executed in its name by its vice president and attested to by its secretary as of the 8th day of May, 1987.

TURNING POINT CARE
CENTER, INC.

BY: _____
SIDNEY MILLER
Vice President

_____
ROBERT M. DUBBS
Secretary

UNIVERSAL CHATTAH0OHEE
INSTITUTE INC.

BY: _____
SIDNEY MILLER
Vice President

_____
ROBERT M. DUBBS
Secretary

CERTIFICATE

THIS DOCUMENT RECEIVED
AND FILED IN THE OFFICE
OF THE SECRETARY OF STATE.

BY: _____

DATE: 5/21/87

SECRETARY OF STATE

MAY 21 10 13 AM '87

RECEIVED

DUPLICATE

State of Georgia

OFFICE OF SECRETARY OF STATE

I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that "UNIVERSAL ETOWAH INSTITUTE, INC.", a corporation of the State of Georgia has been duly merged under the laws of the State of Georgia pursuant to articles of merger filed in the office of the Secretary of State on the 12th day of December, 1986, effective the 12th day of December, 1986, into "TURNING POINT CARE CENTER, INC.", a Georgia corporation, the resulting corporation, and the fees therefor paid, as provided by law, and that attached hereto is a true and correct copy of said articles of merger.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this 12th day of December in the year of our Lord One Thousand Nine Hundred and Eighty Six and of the Independence of the United States of America the Two Hundred and Eleven.

Max Cleland

SECRETARY OF STATE
CORPORATION COMMISSIONER

ARTICLES OF MERGER
OF
UNIVERSAL ETOWAH INSTITUTE, INC.
a Georgia corporation
INTO
TURNING POINT CARE CENTER, INC.
A Georgia corporation

The undersigned Georgia corporations, pursuant to the provisions of Title 14, Section 14-2-213, of the Official Code of Georgia, as amended, hereby execute the following Articles of Merger:

ARTICLES OF MERGER, dated this 8th day of December, 1986, by and between Turning Point Care Center, Inc., a Georgia corporation, herein called the surviving corporation and Universal Etowah Institute, Inc., a Georgia corporation, herein called the merging corporation.

Turning Point Care Center, Inc. was incorporated in Georgia on the 22nd day of November, 1982, and its registered office is in Atlanta, and

Universal Etowah Institute, Inc. was incorporated in Georgia on the 5th day of July, 1984, and its registered office is in Atlanta, and

ARTICLE ONE

The following plan of merger was approved by the shareholders of the undersigned surviving corporation and was approved by the shareholders of the merged corporation in the manner prescribed by the Georgia Business Corporation Code.

The merging corporation shall be merged into the surviving corporation.

The terms and conditions of the merger are as follows:

Until altered, amended or repealed, as therein provided, the bylaws of Turning Point Care Center, Inc., as in effect on the date of filing this agreement of merger, shall be the bylaws of the surviving corporation.

The Directors and Officers of the surviving corporation on the effective date of this merger, shall continue to be the Directors and Officers of the surviving corporation, as follows:

Board of Directors:

Alan b. Miller	367 South Gulph Road King of Prussia, PA 19406
Sidney Miller	367 South Gulph Road King of Prussia, PA 19406
Thomas J. Bender	367 South Gulph Road King of Prussia, PA 19406

OFFICE	NAMES	RESIDENCES
President	Alan B. Miller	367 South Gulph Road King of Prussia, PA 19406
Vice President	Sidney Miller	367 South Gulph Road King of Prussia, PA 19406
Treasurer	Joseph P. Gaynor, III	367 South Gulph Road King of Prussia, PA 19406
Secretary	Robert M. Dubbs	367 South Gulph Road King of Prussia, PA 19406
Asst. Treasurer	Joyce M. Lunney	367 South Gulph Road King of Prussia, PA 19406
Asst. Secretary	Bruce R. Gilbert	367 South Gulph Road King of Prussia, PA 19406

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 Georgia shall be the annual meeting provided or to be provided by the bylaws thereof for the year 1987.

The first regular meeting of the Board of Directors of the surviving corporation to be held after the date of filing this agreement of merger in the office of the Secretary of State of Georgia may be called or may convene in the manner provided in the bylaws of the surviving corporation and may be held at the time and place specified in the notice of the meeting.

The surviving corporation shall pay all expenses of carrying this agreement of merger into effect and of accomplishing the merger.

Upon the filing of these Articles of Merger with the office of the Secretary of State of Georgia, the separate existence of the merging corporation shall cease and all the property, rights, privileges, franchises, patents, trade-marks, licenses, registrations and other assets of every kind and description of 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.

All rights of creditors and all liens upon the property of either of said corporations shall be preserved unimpaired, and all debts, liabilities and duties may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

The manner of converting the shares of the constituent corporations into shares or other securities of the surviving corporation shall be forthwith upon filing this agreement of merger in the office of the Secretary of State of Georgia. If at the time of the filing and recording of this agreement of merger Turning Point Care Center, Inc. shall own any of the outstanding shares of Universal Etowah Institute, Inc., 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 said corporation.

The mode of carrying this agreement of merger into effect is as follows: This Agreement, after having been approved by a majority vote of the Board of Directors of each corporation, party hereto, shall be signed by a majority of the directors of each of said corporation, whereupon it shall be submitted to the shareholders of each of said corporation at a meeting of each, duly called separately in the manner prescribed by the laws of the State of Georgia, and if at such meetings separately held, the holders of two-thirds of the voting power present of all shareholders of each corporation shall vote for the adoption of the agreement, that fact shall be certified on the agreement by the secretary of each corporation, and the agreement so adopted and certified, shall be signed by the president and secretary of each of said corporations and

acknowledged by the vice president of each of such corporation, whereupon it shall be delivered to the Secretary of State of Georgia for filing and a copy certified by the Secretary of State of Georgia shall be filed for record in the office of the Recorder of the Mortgages in which any of the corporations, parties hereto, have their registered office, and in the conveyance records of each county or parish in which any corporation has immovable property, title to which will be transferred as a result of the merger.

The Articles of Incorporation of the surviving corporation are not to be amended by virtue of the merger provided for in this agreement.

ARTICLE TWO

The plan of merger was adopted by a unanimous written consent signed by all the shareholders of Universal Etowah Institute, Inc.

ARTICLE THREE

As to each corporation, the number of shares outstanding and entitled to vote and the number and designation of the shares of any class entitled to vote as a class, are:

Name of Corporation	No. of Shares outstanding & Entitled to Vote	Designation of Class Entitled to vote as a C1ass (if any)	No. of Outstanding Shares of Such Class (if any)
Turning Point Care Center, Inc.	2,000	Common	
Universal Etowah Institute, Inc.	500	Common	

ARTICLE FOUR

As to each corporation, the number of shares voted for the plan respectively, and the number of shares of any class entitled to vote as a class voted for the plan, are as follows:

Name of Corporation	Total Shares Voted for the Plan	Class	Shares Voted For the Plan
Turning Point Care Center, Inc.	2,000	Common	2,000
Universal Etowah Institute, Inc.	500	Common	500

ARTICLE FIVE

The merger shall become effective as of the time of filing of the Articles of Merger with the Secretary of State.

IN WITNESS WHEREOF, the parties hereto have caused these articles of merger to be executed in its name by its vice president and attested to by its secretary as of the 8th day of December, 1986.

TURNING POINT CARE CENTER, ING.

BY: /s/ Sidney Miller
SIDNEY MILLER
Vice President

/s/ Robert M. Dubbs
ROBERT M. DUBBS
Secretary

UNIVERSAL ETOWAH INSTITUTE, INC.

BY: /s/ Sidney Miller
SIDNEY MILLER
Vice President

/s/ Robert M. Dubbs
ROBERT M. DUBBS
Secretary

ARTICLES OF INCORPORATION
OF
TURNING POINT CARE CENTER, INC.

I.

The name of the corporation is:

"TURNING POINT CARE CENTER, INC."

II.

The corporation is organized pursuant to the provisions of the Georgia Business Corporation Code.

III.

The corporation has perpetual duration.

IV.

The corporation is a corporation for profit and is organized for the following purposes:

(a) To provide any and all types of general or specific hospital, nursing home, or ambulatory care and services and facilities, and to engage in any and all services related thereto, to hold and own all types of property, real and personal, and for any other purpose as may now or hereafter be permitted under the laws of the State of Georgia.

V.

The corporation has authority to issue not more than 1,000,000 shares of stock at no par value.

VI.

The corporation shall not commence business until it shall have received not less than $500.00 in payment for the issuance of shares of stock.

VII.

The initial registered office of the corporation is 324 Commerce Street, Hawkinsville, Pulaski County, Georgia 31036. The initial registered agent of the corporation is Delmar Conner, 324 Commerce Street, Hawkinsville, Georgia 31036.

VIII.

The initial Board of Directors shall consist of two (2) members, who are:

Delmar Conner
324 Commerce Street
Hawkinsville, Georgia 31036

Harris Hardin
324 Commerce Street
Hawkinsville, Georgia 31036

IX.

The name and address of the incorporator is:

Delmar Conner
324 Commerce Street
Hawkinsville, Georgia 31036

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation.

/s/ Delmar Conner

Delmar Conner

INCORPORATOR

Exhibit 3.269

AMENDED AND RESTATED

B Y L A W S

OF

TURNING POINT CARE CENTER, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Turning Point Care Center, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Georgia. The Corporation may also have offices at such other places both within and without the State of Georgia as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Georgia as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Georgia nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Georgia as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

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

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Georgia.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

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

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

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

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Georgia, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.270

CERTIFICATE OF INCORPORATION

OF

UHS SUB, IN.

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

2. The address of its 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 regis tered 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 all classes of capital stock which the corporation shall have authority to issue is Two Hundred (200) shares, all of which shares shall be shares of Common Stock and the par value of each of such shares is One Dollar ($1.00), amounting in the aggregate to Two Hundred Dollars ($200.00).

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

NAME	**MAILING ADDRESS**
Anthony Pantaleoni	42nd Floor 345 Park Avenue New York, New York 10154

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.

00002

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

9. 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 creditors or stockholders 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 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.

10. The corporation reserves the right to amend, alter, change or repeal any provisions 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.

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THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring and certifying that this is his act and deed and that the facts herein stated are true, and accordingly have hereunto set his hand this 14th day of August, 1980.

/s/ Anthony Itantaleoni

Anthony Itantaleoni

[ILLEGIBLE]

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

UHS SUB, INC.

UHS SUB, INC., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Company") does hereby certify:

The Company has not received any payment for any of its stock, and the amendment to the Company's Certificate of Incorporation set forth in the following resolution approved by the sole incorporator was duly adopted in accordance with the provisions of Section 241 of the General Corporation Law of the State of Delaware:

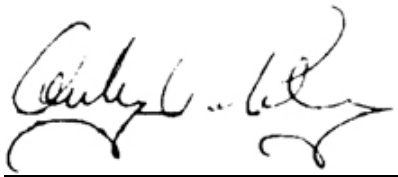
RESOLVED, that Article FIRST of the Certificate of Incorporation of the Company be amended as follows:

1. The article is amended to read in its entirety as follows:

"The name of the corporation is Mid America Health Services, Inc."

IN WITNESS WHEREOF, UHS Sub, Inc. has caused this certificate to be signed by its sole incorporator this 25th day of August, 1982.

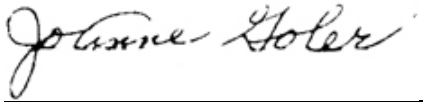
UHS Sub, Inc.

by 

Sole Incorporator

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

On this 25th day of August, 1982, before me personally came Anthony Pantaleoni, to me known to be the individual described in and who executed the foregoing instrument and he duly acknowledged that he executed the same.



Notary Public

[ILLEGIBLE]

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

Mid America Health Services, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the state of Delaware, DOES HEREBY CERTIFY:

FIFST: That the Board of Directors of Mid America Health Services, Inc. by the unanimous written consent of its members, filed with the minutes of the board, duly adopted resolutions setting forth a proposed amendment to 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 First Article thereof so that, as amended said Article shall be and read as follows:

"The name of the corporation is Two Rivers Psychiatric Hospital, Inc."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of stockholders of said corporation was duly called and held upon written waiver of notice signed by stockholders at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

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

IN WITNESS WHEREOF, said Mid America Health Services, Inc. has caused this certificate to be signed by Sidney Miller, it Vice President and attested by Robert M. Dobbs, its Secretary, this 27th day of January, 1987.

ATTEST:

By /s/ Robert M. Dubbs
Robert M. Dubbs, Secretary

By /s/ Sidney Miller
Sidney Miller, Vice President

Exhibit 3.271

AMENDED AND RESTATED

B Y L A W S

OF

TWO RIVERS PSYCHIATRIC HOSPITAL, INC.

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the corporation shall be Two Rivers Psychiatric Hospital, Inc. (the "Corporation").

Section 2. Offices. The registered office of the Corporation shall be in the State of Delaware. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place and Time of Meetings. All meetings of shareholders shall be held at such place either within or without the State of Delaware as may be fixed from time to time by the shareholders and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held such date and time as shall be designated from time to time by the shareholders.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or a majority of the Board of Directors, or at the request in writing of shareholders owning not less than twenty percent (20%) of all the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Annual and Special Meetings. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder not less than ten days before the date of the meeting. Unless otherwise required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the notice of the meeting.

Section 5. Waiver of Notice. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum and Voting.

(a). The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed herein, shall nevertheless constitute as quorum for the purpose of electing Directors.

(b). When a quorum is present at any meeting, the vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders unless the vote of a greater number of shares of stock is required by statute or the Articles of Incorporation.

(c). Unless otherwise provided in the Articles of Incorporation, each outstanding share of stock, having voting power, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

(d). In all elections for Directors, every shareholder entitled to vote shall have the right to vote, in person or by proxy, the number of shares of stock owned by him, for as many persons as there are Directors to be elected, or to cumulative the vote of said shares, and give one candidate as many votes as the number of Directors multiplied by the number of his shares of stock shall equal, or to distribute the votes on the same principle among as many candidates as he may see fit.

Section 7. Action by Written Consent. Unless otherwise provided by statute or in the Articles of Incorporation, any action required to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

Section 1. Number and Qualification. The number of Directors which shall constitute the whole board shall not be less than three nor more than ten. Directors need not be residents of the State of Delaware nor shareholders of the Corporation. The Directors shall be elected at the annual meeting of the shareholders, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. Powers and Duties. The business affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are authorized by statute or by the Articles of Incorporation or by these Bylaws or as otherwise directed or required to be exercised or done by the shareholders.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy, or a newly created directorship, shall hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. Removal of Directors. Directors may be removed by a majority of shares entitled to vote at anytime without cause.

Section 5. Compensation. The Board of Directors, by the affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, officers, or otherwise.

Section 6. Place and Time of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Delaware as may be fixed from time to time by the Board of Directors and stated in the notice of the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board.

Section 8. Special Meetings. Except as otherwise provided by statute or the Articles of Incorporation, special meetings of the Board of Directors may be called by the President, Secretary, or upon the written request of at least two (2) Directors.

Section 9. Notice of Regular and Special Meeting. Regular meetings may be held upon such notice as determined by the Board. Special meetings require at least four (4) days notice unless a greater period is required by law. Unless required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 10. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A majority of the Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, then Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 12. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 13. Participation by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 14. Proxy Voting. Any Director absent from a meeting may be represented by any other Director or shareholder, who may cast the vote of the absent Director according to the written instructions, general or special, of said absent Director, filed with the Secretary.

Section 15. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Committees shall exercise such powers and duties as delegated to such committees by resolution of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors, but the President may designate another Director to serve on the committee pending action by the Board.

Section 16. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of Directors only, Directors and nondirectors, or nondirectors only, and also may include nonvoting members and alternate members. The chairman and members of advisory committees shall be appointed by the President of the Corporation. Advisory committees shall have no legal authority to act for the Corporation, but shall report their findings and recommendations to the Board of Directors.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. Delegation of Authority. Subject to the reserved powers of the Board of Directors of the Corporation as set forth in these Bylaws or by state or federal law, the Board of Directors of the Corporation hereby delegates authority for the operation and management of health care facilities owned by the Corporation to a Board of Governors, including the credentialing and appointment of the Medical Staffs of facilities owned by it.

Section 2. Reserved Powers. Notwithstanding the foregoing, the following corporate actions shall require the approval of the Board of Directors of the Corporation:

(a) Appointment and removal of members of the Board of Governors;

(b) Appointment and removal of the officers of the Corporation;

(c) Compensation of the officers of the Corporation;

(d) Adoption of and amendment to the Bylaws of the Corporation;

(e) The merger with, acquisition or sale of, the Corporation to any other corporate entity or person;

(f) The sale, lease, encumbrance or other disposition of substantially all of the assets of the Corporation or any facility or division operated by the Corporation;

(g) Any plan of division of the Corporation;

(h) A filing for bankruptcy or insolvency, dissolution or liquidation of the Corporation;

(i) Expansion of the purposes of the Corporation as currently set forth in the Corporation’s Bylaws and its Articles of Incorporation;

(j) Commencement or cessation of a business activity that is inconsistent with the purposes of the Corporation as set forth in the Corporation’s Articles of Incorporation and the Corporation’s Bylaws;

(k) Approval of and amendments to the annual operating and capital budgets of the Corporation;

(l) Expenditures in excess of the Corporation's approved annual operating budget;

(m) Incurrence of indebtedness in excess of $100,000, individually, or in the aggregate in any given year;

(n) Any single contractual commitment with an annual payment obligation (principal plus interest) in excess of $100,000;

(o) Any collective contractual commitments with a single person or entity (including its affiliates) with annual payment obligations in excess of $100,000 in the aggregate; and

(p) Transactions imposing personal obligations on the Board of Directors of the Corporation.

ARTICLE V

NOTICES

Section 1. Method and Manner. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing by telephone, by mail, electronic mail, facsimile transmission, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of statute or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected annually by the Board of Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also elect additional Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any two (2) of these offices may be combined in one person, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers. Officers are not required to be members of the Board of Directors.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of shareholders shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer and, if desired, Assistant Treasurers and Assistant Secretary.

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

Section 4. Compensation. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Term. The officers of the Corporation shall hold office until their successors are elected and qualified.

Section 6. Removal. Any officer elected by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 8. President. The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the shareholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. The Vice-President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of and be subject to all the restrictions upon the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and he/she or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his/her signature.

Section 11. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give this Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 13. Assistant Treasurers. The Assistant Treasurer, or, if there shall be more than one, the Assistant Treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Shares Represented by Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. Authorized Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any

officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

Section 3. Lost/Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

Section 4. Transfers of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment of authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate canceled and the transaction recorded upon the books of the Corporation.

Section 5. Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meetings, nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends.

(a). Subject to the provisions of the Articles of Incorporation relating thereto, if any, dividends may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to any provisions of the Articles of Incorporation.

(b). Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

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

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

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

Section 6. Indemnification. The Corporation, to the full extent permitted by the laws of the State of Delaware, shall (i) indemnify any person (and his heirs and legal representations) made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation or serves or served with another Corporation, partnership, joint venture or other enterprise at the request of the Corporation and (ii) provide to any such person (and his heirs and legal representatives) advances for expenses incurred in defending any such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such-person (and his heirs and legal representatives, if applicable) to repay such advances unless it shall be ultimately determined that he is entitled to indemnification by the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. These Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board, unless a different vote or the approval of the shareholders is required by statute or the Corporation's Articles of Incorporation.

Effective Date: January 1, 2011

Exhibit 3.272

CERTIFICATE OF INCORPORATION
OF
UHS Children Services, Inc.

1. The name of the corporation is: UHS Children Services, 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 4th day of October, 2005.

Celeste A. Stellabott, Sole Incorporator

Exhibit 3.273

UHS CHILDREN SERVICES, 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.

Exhibit 3.274

FILING FEE: $75.00
BY: UNVERSAL HEALTH SERVICES, INC.
UNIVERSAL CORPORATE CENTER
367 S. GULPH ROAD
KING OF PRUSSIA, PN 19406

[IILLEGIBLE GRAPHICS]

ARTICLES OF INCORPORATION
OF
UHS HOLDING COMPANY, INC.

FIRST: The name of the Corporation is UHS Holding Company, 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 nature of the business, or objects or purposes proposed to be transacted, promoted or carried on are:

To engage in any lawful act or activity.

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) each.

FIFTH: The governing board of this Corporation shall be known as styled directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the Bylaws 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 addresses of the first board of directors, which shall be Three (3) in number, are as follows:

NAME	POST OFFICE ADDRESS
Alan B. Miller	367 South Gulph Road King of Prussia, PA 19406
Sidney Miller	367 South Gulph Road King of Prussia, PA 19406
Joseph P. Gaynor, III	367 South 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 the incorporator signing the articles of incorporation is as follows: Robert M. Dubbs, 367 South Gulph Road, King of Prussia, PA 19406.

EIGHTH: The corporation is to have perpetual existence.

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 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 my hand this 24th day of June, 1985.

[[IILLEGIBLE GRAPHICS]]

ROBERT M. DUBBS

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNT OF MONTGOMERY :

On this 24th day of June, 1985, before [illegible], a Notary Public, personally appeared Robert M. Dubbs, who acknowledged that he executed the above instrument.

[ILLEGIBLE]

NOTARY PUBLIC

(SEAL)

ELEANOR T.BICER, Notary Public
[Illegible] Twp., Montgomery Co.
My Commission Expires Oct. 24, 1985

Exhibit 3.275

B Y - L A W S
OF
UHS HOLDING COMPANY, 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.