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

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**Form S-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**UNIVERSAL HEALTH SERVICES, INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

8062  
(Primary Standard Industrial  
Classification Code Number)

23-2077801  
(I.R.S. Employer  
Identification Number)

Additional Registrants  
(See Table of Additional Registrants on next page)

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

MARC D. MILLER  
President 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)

*With Copies to:*  
WARREN J. NIMETZ, ESQ.  
Norton Rose Fulbright US LLP  
1301 Avenue of the Americas  
New York, New York 10019  
(212) 318-3000

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, 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(c) 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.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

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## TABLE OF ADDITIONAL REGISTRANTS

<u>Exact Name of Registrant as Specified In Its Charter*</u>	<u>State or other jurisdiction of incorporation or organization</u>	<u>I.R.S. Employer Identification Number</u>
ABS LINC KY, LLC	Virginia	61-1267294
ABS LINC SC, Inc.	South Carolina	57-0840074
Aiken Regional Medical Centers, LLC	South Carolina	23-2791808
Alliance Health Center, Inc.	Mississippi	64-0777521
Alternative Behavioral Services, Inc.	Virginia	54-1757063
Ascend Health Corporation	Delaware	80-0109304
Atlantic Shores Hospital, LLC	Delaware	20-3788069
AZ Holding 4, LLC	Arizona	83-4517050
Beach 77 LP	Delaware	20-3078353
Behavioral Health Management, LLC	Delaware	27-2849780
Behavioral Health Realty, LLC	Delaware	27-2849723
Behavioral Healthcare LLC	Delaware	62-1516830
Benchmark Behavioral Health System, Inc.	Utah	93-0893928
BHC Alhambra Hospital, Inc.	Tennessee	62-1658521
BHC Belmont Pines Hospital, Inc.	Tennessee	62-1658523
BHC Fairfax Hospital, Inc.	Tennessee	62-1658528
BHC Fox Run Hospital, Inc.	Tennessee	62-1658531
BHC Fremont Hospital, Inc.	Tennessee	62-1658532
BHC Health Services of Nevada, Inc.	Nevada	88-0300031
BHC Heritage Oaks Hospital, Inc.	Tennessee	62-1658494
BHC Holdings, Inc.	Delaware	92-0189593
BHC Intermountain Hospital, Inc.	Tennessee	62-1658493
BHC Mesilla Valley Hospital, LLC	Delaware	20-2612295
BHC Montevista Hospital, Inc.	Nevada	88-0299907
BHC Northwest Psychiatric Hospital, LLC	Delaware	20-0085660
BHC of Indiana, General Partnership	Tennessee	62-1780700
BHC Pinnacle Pointe Hospital, LLC	Tennessee	62-1658502
BHC Properties, LLC	Tennessee	62-1660875
BHC Sierra Vista Hospital, Inc.	Tennessee	62-1658512
BHC Streamwood Hospital, Inc.	Tennessee	62-1658515
Bloomington Meadows, General Partnership	Tennessee	35-1858510
Brentwood Acquisition—Shreveport, Inc.	Delaware	20-0474854
Brentwood Acquisition, Inc.	Tennessee	20-0773985
Brynn Marr Hospital, Inc.	North Carolina	56-1317433
Calvary Center, Inc.	Delaware	20-0380961
Canyon Ridge Hospital, Inc.	California	20-2935031
CAT Realty, LLC	Delaware	45-2538395
CAT Seattle, LLC	Delaware	45-2538281
CCS/Lansing, Inc.	Michigan	62-1681824
Cedar Springs Hospital, Inc.	Delaware	74-3081810
Children's Comprehensive Services, Inc.	Tennessee	62-1240866
Columbus Hospital Partners, LLC	Tennessee	62-1664739
Coral Shores Behavioral Health, LLC	Delaware	46-3794548
Cumberland Hospital Partners, LLC	Delaware	26-1871761
Cumberland Hospital, LLC	Virginia	02-0567575
Del Amo Hospital, Inc.	California	23-2646424
DHP 2131 K St, LLC	Delaware	45-2919095
Diamond Grove Center, LLC	Delaware	20-4537541
District Hospital Partners, L.P.	District of Columbia	23-2896725

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<b>Exact Name of Registrant as Specified In Its Charter*</b>	<b>State or other jurisdiction of incorporation or organization</b>	<b>I.R.S. Employer Identification Number</b>
DVH Hospital Alliance LLC	Delaware	81-2660258
Emerald Coast Behavioral Hospital, LLC	Delaware	27-0720873
Fannin Management Services, LLC	Texas	32-0456095
First Hospital Corporation of Virginia Beach	Virginia	54-1414205
Forest View Psychiatric Hospital, Inc.	Michigan	23-2285657
Fort Duncan Medical Center, L.P.	Delaware	23-3044530
Fort Lauderdale Hospital, Inc.	Florida	20-1021229
FRN, INC.	Delaware	32-0229751
Frontline Behavioral Health, Inc.	Delaware	72-1539453
Frontline Hospital, LLC	Delaware	72-1539530
Frontline Residential Treatment Center, LLC	Delaware	72-1539254
Garfield Park Hospital, LLC	Illinois	46-0775763
Great Plains Hospital, Inc.	Missouri	43-1328523
Gulf Coast Treatment Center, Inc.	Florida	56-1341134
Gulph Mills Associates, LLC	Pennsylvania	45-5358222
H.C. Corporation	Alabama	63-0870528
H.C. Partnership	Alabama	63-0862148
Harbor Point Behavioral Health Center, Inc.	Virginia	54-1465094
Havenwyck Hospital Inc.	Michigan	38-2409580
HHC Augusta, Inc.	Georgia	20-3854156
HHC Delaware, Inc.	Delaware	20-3854210
HHC Indiana, Inc.	Indiana	20-0768028
HHC Ohio, Inc.	Ohio	20-1870446
HHC Pennsylvania, LLC	Delaware	20-5353753
HHC Poplar Springs, LLC	Virginia	20-0959684
HHC River Park, Inc.	West Virginia	20-2652863
HHC South Carolina, Inc.	South Carolina	20-3854241
HHC St. Simons, Inc.	Georgia	20-3854107
Hickory Trail Hospital, L.P.	Delaware	20-4976326
Holly Hill Hospital, LLC	Tennessee	62-1692189
Horizon Health Austin, Inc.	Texas	20-8706107
Horizon Health Corporation	Delaware	75-2293354
Horizon Health Hospital Services, LLC	Delaware	20-3798133
Horizon Mental Health Management, LLC	Texas	36-3709746
HSA Hill Crest Corporation	Alabama	95-3900761
Hughes Center, LLC	Virginia	20-8711062
Independence Physician Management, LLC	Delaware	45-5296314
KEYS Group Holdings LLC	Delaware	62-1863023
Keystone Continuum, LLC	Tennessee	48-1274107
Keystone Education and Youth Services, LLC	Tennessee	62-1842126
Keystone Marion, LLC	Virginia	74-3108285
Keystone Memphis, LLC	Tennessee	62-1837606
Keystone Newport News, LLC	Virginia	32-0066225
Keystone NPS LLC	California	68-0520286
Keystone Richland Center LLC	Ohio	48-1274207
Keystone WSNC, L.L.C.	North Carolina	20-1943356
Keystone/CCS Partners LLC	Delaware	73-1657607
Kids Behavioral Health of Utah, Inc.	Utah	62-1681825
Kingwood Pines Hospital, LLC	Texas	73-1726285
KMI Acquisition, LLC	Delaware	20-5048153
La Amistad Residential Treatment Center, LLC	Florida	58-1791069

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<b>Exact Name of Registrant as Specified In Its Charter*</b>	<b>State or other jurisdiction of incorporation or organization</b>	<b>I.R.S. Employer Identification Number</b>
Lancaster Hospital Corporation	California	95-3565954
Laurel Oaks Behavioral Health Center, Inc.	Delaware	52-2090040
Lebanon Hospital Partners, LLC	Tennessee	62-1664738
Liberty Point Behavioral Healthcare, LLC	Delaware	20-1989730
Manatee Memorial Hospital, L.P.	Delaware	23-2798290
Mayhill Behavioral Health, LLC	Texas	27-4126263
McAllen Hospitals, L.P.	Delaware	23-3069260
McAllen Medical Center, Inc.	Delaware	23-3069210
Meridell Achievement Center, Inc.	Texas	74-1655289
Merion Building Management, Inc.	Delaware	23-2309517
Michigan Psychiatric Services, Inc.	Michigan	38-2423002
Millwood Hospital, L.P.	Texas	20-1021264
Milwaukee Behavioral Health, LLC	Wisconsin	83-1464210
Neuro Institute of Austin, L.P.	Texas	56-2274069
North Spring Behavioral Healthcare, Inc.	Tennessee	20-1215130
Northern Indiana Partners, LLC	Tennessee	62-1664737
Northwest Texas Healthcare System, Inc.	Texas	23-2238976
Oak Plains Academy of Tennessee, Inc.	Tennessee	62-1725123
Ocala Behavioral Health, LLC	Delaware	32-0235544
Palm Point Behavioral Health, LLC	Florida	47-1584533
Palmetto Behavioral Health Holdings, LLC	Delaware	22-3600673
Palmetto Behavioral Health System, L.L.C.	South Carolina	57-1101379
Palmetto Lowcountry Behavioral Health, L.L.C.	South Carolina	57-1101380
Park Healthcare Company	Tennessee	62-1166882
Pasteur Healthcare Properties, LLC	Delaware	86-1734170
Pendleton Methodist Hospital, L.L.C.	Delaware	75-3128254
Pennsylvania Clinical Schools, Inc.	Pennsylvania	62-1735966
Premier Behavioral Solutions of Florida, Inc.	Delaware	65-0816927
Premier Behavioral Solutions, Inc.	Delaware	63-0857352
PSJ Acquisition, LLC	North Dakota	26-4314533
Psychiatric Realty, LLC	Delaware	20-8364925
Psychiatric Solutions Hospitals, LLC	Delaware	62-1658476
Psychiatric Solutions of Virginia, Inc.	Tennessee	62-1732340
Psychiatric Solutions, Inc.	Delaware	23-2491707
Ramsay Managed Care, LLC	Delaware	72-1249464
Ramsay Youth Services of Georgia, Inc.	Delaware	35-2174803
Ridge Outpatient Counseling, L.L.C.	Kentucky	25-1872645
River Oaks, Inc.	Louisiana	72-0687735
Riveredge Hospital Holdings, Inc.	Delaware	22-3682759
Riverside Medical Clinic Patient Services, L.L.C.	California	33-0848805
Rolling Hills Hospital, LLC	Tennessee	20-5566098
RR Recovery, LLC	Delaware	26-0269878
Salt Lake Behavioral Health, LLC	Delaware	27-1365684
Salt Lake Psychiatric Realty, LLC	Delaware	26-2885163
Samson Properties, LLC	Florida	59-3653863
Schick Shadel of Florida, LLC	Florida	38-3925621
Shadow Mountain Behavioral Health System, LLC	Delaware	43-2001465
SHC-KPH, LP	Texas	73-1726290
Southeastern Hospital Corporation	Tennessee	62-1606554
SP Behavioral, LLC	Florida	20-5202539
Sparks Family Hospital, Inc.	Nevada	88-0159958

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<u>Exact Name of Registrant as Specified In Its Charter*</u>	<u>State or other jurisdiction of incorporation or organization</u>	<u>I.R.S. Employer Identification Number</u>
Springfield Hospital, Inc.	Delaware	26-0388272
Stonington Behavioral Health, Inc.	Delaware	20-0687971
Summit Oaks Hospital, Inc.	New Jersey	20-1021210
Sunstone Behavioral Health, LLC	Tennessee	80-0051894
TBD Acquisition II, LLC	Delaware	82-2306092
TBD Acquisition, LLC	Delaware	20-5048087
TBJ Behavioral Center, LLC	Delaware	20-4865566
Temecula Valley Hospital, Inc.	California	46-1246570
Temple Behavioral Healthcare Hospital, Inc.	Texas	83-2014977
Tennessee Clinical Schools, LLC	Tennessee	62-1715237
Texas Cypress Creek Hospital, L.P.	Texas	62-1864266
Texas Hospital Holdings, Inc.	Delaware	62-1871091
Texas Laurel Ridge Hospital, L.P.	Texas	43-2002326
Texas Oaks Psychiatric Hospital, L.P.	Texas	84-1618661
Texas San Marcos Treatment Center, L.P.	Texas	43-2002231
Texas West Oaks Hospital, L.P.	Texas	62-1864265
The Arbour, Inc.	Massachusetts	23-2238962
The Bridgeway, LLC	Arkansas	23-2238973
The National Deaf Academy, LLC	Florida	59-3653865
Three Rivers Behavioral Health, LLC	South Carolina	571106645
Three Rivers Healthcare Group, LLC	South Carolina	20-3842446
Toledo Holding Co., LLC	Delaware	27-0607591
Turning Point Care Center, LLC	Georgia	58-1534607
Two Rivers Psychiatric Hospital, Inc.	Delaware	23-2279129
UBH of Oregon, LLC	Delaware	26-2343447
UBH of Phoenix Realty, LLC	Delaware	27-0355691
UBH of Phoenix, LLC	Delaware	27-0355566
UHP LP	Delaware	20-3078922
UHS Capitol Acquisition, LLC	Delaware	88-2396608
UHS Children Services, Inc.	Delaware	20-3577381
UHS Funding, LLC	Delaware	84-2891450
UHS Holding Company, Inc.	Nevada	23-2367472
UHS Kentucky Holdings, L.L.C.	Delaware	20-5396036
UHS Midwest Behavioral Health, LLC	Delaware	83-2409085
UHS of Anchor, L.P.	Delaware	23-3044975
UHS of Benton, LLC	Delaware	20-0930981
UHS of Bowling Green, LLC	Delaware	20-0931121
UHS of Centennial Peaks, L.L.C.	Delaware	26-3973154
UHS of Cornerstone Holdings, Inc.	Delaware	20-3184635
UHS of Cornerstone, Inc.	Delaware	20-3184613
UHS of D.C., Inc.	Delaware	23-2896723
UHS of Delaware, Inc.	Delaware	23-2369986
UHS of Denver, Inc.	Delaware	20-5227927
UHS of Dover, L.L.C.	Delaware	20-5093162
UHS of Doylestown, L.L.C.	Delaware	20-8179692
UHS of Fairmount, Inc.	Delaware	23-3044432
UHS of Fuller, Inc.	Massachusetts	23-2801395
UHS of Georgia Holdings, Inc.	Delaware	23-3044428
UHS of Georgia, Inc.	Delaware	23-3044429
UHS of Greenville, LLC	Delaware	23-3044427
UHS of Hampton, Inc.	New Jersey	23-2985430

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UHS of Hartgrove, Inc.	Illinois	23-2983574
UHS of Lakeside, LLC	Delaware	23-3044425
UHS of Lancaster, LLC	Pennsylvania	81-3333435
UHS of Laurel Heights, L.P.	Delaware	23-3045288
UHS of Madera, Inc.	Delaware	84-3480733
UHS of New Orleans, LLC	Louisiana	72-0802368
UHS of Oklahoma, LLC	Oklahoma	23-3041933
UHS of Parkwood, Inc.	Delaware	23-3044435
UHS of Peachford, L.P.	Delaware	23-3044978
UHS of Pennsylvania, Inc.	Pennsylvania	23-2842434
UHS of Phoenix, LLC	Delaware	46-4207180
UHS of Provo Canyon, Inc.	Delaware	23-3044423
UHS of Puerto Rico, Inc.	Delaware	23-2937744
UHS of Ridge, LLC	Delaware	23-3044431
UHS of River Parishes, Inc.	Louisiana	23-2238966
UHS of Rockford, LLC	Delaware	23-3044421
UHS of Salt Lake City, L.L.C.	Delaware	26-0464201
UHS of Savannah, L.L.C.	Delaware	20-0931196
UHS of Spring Mountain, Inc.	Delaware	20-0930346
UHS of Springwoods, L.L.C.	Delaware	20-5395878
UHS of Summitridge, L.L.C.	Delaware	26-2203865
UHS of Texoma, Inc.	Delaware	20-5908627
UHS of Timberlawn, Inc.	Texas	23-2853139
UHS of Timpanogos, Inc.	Delaware	20-3687800
UHS of Tucson, LLC	Delaware	46-3600310
UHS of Westwood Pembroke, Inc.	Massachusetts	23-3061361
UHS of Wyoming, Inc.	Delaware	20-3367209
UHS Oklahoma City LLC	Oklahoma	20-2901605
UHS Sahara, Inc.	Delaware	20-3955217
UHS Sub III, LLC	Delaware	47-4762288
UHS-Corona, Inc.	Delaware	52-1247839
UHSD, L.L.C.	Nevada	26-1544392
UHSL, L.L.C.	Nevada	26-1544573
United Healthcare of Hardin, Inc.	Tennessee	62-1244469
Universal Health Services of Palmdale, Inc.	Delaware	23-3101502
Universal Health Services of Rancho Springs, Inc.	California	23-3059262
University Behavioral Health of El Paso, LLC	Delaware	20-8364461
University Behavioral, LLC	Florida	20-5202458
Valle Vista Hospital Partners, LLC	Tennessee	62-1658516
Valle Vista, LLC	Delaware	62-1740366
Valley Health System LLC	Delaware	23-2937646
Valley Hospital Medical Center, Inc.	Nevada	23-2117855
Wekiva Springs Center, LLC	Delaware	20-4865588
Wellington Regional Medical Center, LLC	Florida	23-2306491
Wellstone Regional Hospital Acquisition, LLC	Indiana	20-3062075
Willow Springs, LLC	Delaware	62-1814471
Windmoor Healthcare Inc.	Florida	23-2922437
Windmoor Healthcare of Pinellas Park, Inc.	Delaware	59-3480410
Wisconsin Avenue Psychiatric Center, Inc.	Delaware	52-1907007
Zeus Endeavors, LLC	Florida	59-3653864

\* The address for each additional registrant is Universal Corporate Center 367 South Gulph Road King of Prussia, Pennsylvania 19406.

Prospectus



**Universal Health Services, Inc.**

**Common Stock  
Debt Securities**

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Universal Health Services, Inc. may offer and sell shares of our common stock from time to time in amounts, at prices and on terms that will be determined at the time of any such offering.

Universal Health Services, Inc. may, from time to time, offer to sell debt securities (together with our common stock described in this prospectus, the “securities”), including debt securities guaranteed by certain of our direct and indirect subsidiaries and which may be secured by certain of our assets and assets of our subsidiaries and senior, pari passu or subordinate to our other outstanding debt.

This prospectus describes some of the general terms that may apply to these securities. We will provide the specific terms of these securities, including their offering prices, in supplements to this prospectus. Each prospectus supplement will also describe the specific manner in which we will offer the applicable securities. Each prospectus supplement may also add, update or change information contained in this prospectus. You should carefully read both this prospectus and any applicable prospectus supplement before you invest. This prospectus may not be used to sell securities unless accompanied by the applicable prospectus supplement.

Universal Health Services, Inc.’s Class B common stock is listed on the New York Stock Exchange under the symbol “UHS.” On September 13, 2024, the reported last sale price on the New York Stock Exchange for our Class B common stock was \$232.56 per share. We will provide information in any applicable prospectus supplement regarding the trading market, if any, for any debt securities we may offer.

These securities may be offered and sold to or through one or more underwriters, dealers and agents or directly to purchasers or through a combination of these methods, on a continuous or delayed basis. You can find additional information about our plan of distribution for the securities under the heading “Plan of Distribution” beginning on page 25 of this prospectus. We will also describe the plan of distribution for any particular offering of these securities in the applicable prospectus supplement. This prospectus may not be used to sell our securities unless it is accompanied by a prospectus supplement.

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**Investing in our securities involves risks. You should consider the [risk factors](#) described in any accompanying prospectus supplement or any documents we incorporate by reference herein or therein.**

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

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**This prospectus is dated September 16, 2024**

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You should rely only on the information contained or incorporated by reference in this prospectus, in any accompanying prospectus supplement or in any related free writing prospectus filed by us with the Securities and Exchange Commission (the “SEC”). We have not authorized any other person to provide you with different information, or to make any representations other than those contained in, or incorporated by reference into, this prospectus, any applicable prospectus supplement or any related free writing prospectuses. If anyone provides you with different, inconsistent or additional information, you should not rely on it. You should not assume that the information contained or incorporated by reference in this prospectus and any prospectus supplement or in any such free writing prospectus is accurate as of any date other than the respective dates thereof. Our business, financial condition, results of operations and prospects may have changed since those dates. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities by anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is an unlawful to make such offer or solicitation.



## ABOUT THIS PROSPECTUS

This prospectus, including any information incorporated by reference herein, is part of a registration statement that we filed with the SEC under the Securities Act of 1933, as amended (the “Securities Act”), utilizing an automatic “shelf” registration process. Under this shelf registration process, we may, from time to time, sell in one or more offerings any of our securities described in this prospectus.

This prospectus provides you with a general description of the securities that we may offer. Each time we sell securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering, including the specific amounts, prices and terms of the securities offered. The prospectus supplement may also add, update or change information contained in this prospectus. You should read carefully the section entitled “Forward-Looking and Cautionary Statements” beginning on page 4. If any information in this prospectus is inconsistent with the applicable prospectus supplement, you should rely on the information in the prospectus supplement.

Before purchasing any securities, you should carefully read both this prospectus and any applicable prospectus supplement, together with additional information described under the heading “Where You Can Find More Information” and “Incorporation by Reference.”

As used herein, unless otherwise stated or indicated by context, references to “Universal Health Services, Inc.,” the “Company,” “UHS,” “we,” “our” or “us” refer to Universal Health Services, Inc. and its affiliates. The term “affiliates” means direct and indirect subsidiaries and certain partnerships and joint ventures in which such subsidiaries are partners. The terms “facilities” or “hospitals” refer to entities owned and operated by affiliates of UHS and the term “employees” refers to employees of affiliates of UHS. With respect to debt securities, the term “issuer” means Universal Health Services, Inc.

## WHERE YOU CAN FIND MORE INFORMATION

Universal Health Services, Inc. files certain reports with the SEC, including annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K. Universal Health Services, Inc. is an electronic filer, and the SEC maintains an Internet website at <http://www.sec.gov> that contains the reports and other information filed electronically. Our website address is [www.uhs.com](http://www.uhs.com). Please note that the SEC’s and our website addresses are provided as inactive textual references only. We make available free of charge, through our website, Universal Health Services, Inc.’s annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports, together with all other materials Universal Health Services, Inc. files with or furnishes to the SEC, as soon as reasonably practicable after such material is electronically filed with or furnished to the SEC. The information provided on or accessible through the SEC’s and our website is not part of this prospectus, and is therefore not incorporated by reference unless such information is specifically referenced elsewhere in this prospectus.

This prospectus and any prospectus supplement are part of a registration statement that we filed with the SEC and do not contain all of the information in the registration statement. The full registration statement may be obtained from the SEC or us, as provided below. Whenever a reference is made in this prospectus or any prospectus supplement to a contract or other document of ours, the reference is only a summary and you should refer to the exhibits that are a part of the registration statement for a copy of the contract or other document. You may review a copy of the registration statement and the documents incorporated by reference herein through the SEC’s Internet web site referenced above. You may inspect a copy of the registration statement through the SEC’s website, as provided above.

## INCORPORATION BY REFERENCE

The SEC allows us to incorporate by reference information into this prospectus. This means that we can disclose important information to you by referring you to another document. Any information referred to in this way is considered part of this prospectus from the date we file that document. Any reports filed by us with the SEC after the date of this prospectus and before the date that the offering of the securities by means of this prospectus is terminated will automatically update and, where applicable, supersede any information contained in this prospectus or incorporated by reference in this prospectus.

This prospectus incorporates by reference the documents listed below that Universal Health Services, Inc. has previously filed with the SEC. These documents contain important information about us. Any information referred to in this way is considered part of this prospectus from the date Universal Health Services, Inc. filed that document.

We incorporate by reference the documents listed below:

- Universal Health Services, Inc.'s Annual Report on [Form 10-K](#) for the year ended December 31, 2023 filed with the SEC on February 27, 2024 (SEC File No. 001-10765);
- information specifically incorporated by reference into our Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2023 from our Definitive Proxy Statement on [Schedule 14A](#) filed with the SEC on April 4, 2024 (SEC File No. 001-10765);
- Universal Health Services, Inc.'s Quarterly Reports on Form 10-Q for the period ended March 31, 2023, filed with the SEC on [May 8, 2024](#), and for the period ended June 30, 2024 filed with the SEC on [August 8, 2024](#) (SEC File No. 001-10765);
- Universal Health Services, Inc.'s Current Reports on Form 8-K filed with the SEC on [January 2, 2024](#), [March 25, 2024](#), [April 1, 2024](#) and [May 16, 2024](#) (SEC File No. 001-10765);
- The description of Universal Health Services, Inc.'s Class B common stock, par value \$0.01 per share, contained in and previously filed as [Exhibit 4.5](#) to the Company's Annual Report on Form 10-K for the year ended December 31, 2019 filed with the SEC on [February 26, 2020](#) (SEC File No. 001-10765); and
- All documents filed by Universal Health Services, Inc. under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") after the date of this prospectus and before the termination of any offering to which this prospectus relates (other than information furnished pursuant to Item 2.02 or Item 7.01 of any Current Report on Form 8-K, unless expressly stated otherwise therein).

In reviewing any agreements incorporated by reference, please remember that they are included to provide you with information regarding the terms of such agreements and are not intended to provide any other factual or disclosure information about Universal Health Services, Inc. The agreements may contain representations and warranties by Universal Health Services, Inc. which should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate. The representations and warranties were made only as of the date of the relevant agreement or such other date or dates as may be specified in such agreement and are subject to more recent developments. Accordingly, these representations and warranties alone may not describe the actual state of affairs as of the date they were made or at any other time.

We will provide without charge to each person, including any beneficial owner, to whom this prospectus is delivered, upon his or her written or oral request, a copy of any or all documents referred to above which have been or may be incorporated by reference into this prospectus, excluding exhibits to those documents unless they

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are specifically incorporated by reference into those documents. You may request copies of those documents, at no cost, by writing or calling us at the following address or telephone number:

UNIVERSAL HEALTH SERVICES, INC.  
Universal Corporate Center  
367 South Gulph Road  
King of Prussia, Pennsylvania 19406  
(610) 768-3300  
Attn.: Investor Relations

## FORWARD-LOOKING AND CAUTIONARY STATEMENTS

This prospectus, the documents incorporated by reference in this prospectus and our other public statements contain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 that reflect our current estimates, expectations and projections about our future results, performance, prospects and opportunities. Forward-looking statements include, among other things, the information concerning our possible future results of operations, business and growth strategies, financing plans, expectations that regulatory developments or other matters will not have a material adverse effect on our business or financial condition, our competitive position and the effects of competition, the projected growth of the industry in which we operate, and the benefits and synergies to be obtained from our completed and any future acquisitions, and statements of our goals and objectives, and other similar expressions concerning matters that are not historical facts. Words such as “may,” “will,” “should,” “could,” “would,” “predicts,” “potential,” “continue,” “expects,” “anticipates,” “future,” “intends,” “plans,” “believes,” “estimates,” “appears,” “projects” and similar expressions, as well as statements in future tense, identify forward-looking statements. Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at, or by which, such performance or results will be achieved. Forward-looking information is based on information available at the time and/or our good faith belief with respect to future events, and is subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in the statements. In evaluating those statements, you should specifically consider the following important factors, along with the risk factors identified under “Risk Factors” and the risk factors incorporated by reference herein, which could affect future results and cause those results to differ materially from those expressed in the forward-looking statements:

- the healthcare industry is labor intensive and salaries, wages and benefits are subject to inflationary pressures, as are supplies expense and other operating expenses. In the past, staffing shortages have, at times, required us to hire expensive temporary personnel and/or enhance wages and benefits to recruit and retain nurses and other clinical staff and support personnel. At certain facilities, particularly within our behavioral health care segment, there have been occasions when we were unable to fill all vacant positions and, consequently, we were required to limit patient volumes. We have also experienced general inflationary cost increases related to certain of our other operating expenses. Many of these factors, which had a material unfavorable impact on our results of operations in prior years, have moderated more recently. However, we cannot predict future inflationary increases, which if significant, could have a material unfavorable impact on our future results of operations. We have experienced inflationary pressures, primarily in personnel costs, although those pressures have moderated more recently. The extent of any future impacts from inflation on our business and our results of operations will be dependent upon how long the elevated inflation levels persist and the extent to which the rate of inflation further increases, if at all, neither of which we are able to predict. If elevated levels of inflation were to persist or if the rate of inflation were to accelerate, our expenses could increase faster than anticipated and we may utilize our capital resources sooner than expected. Further, given the complexities of the reimbursement landscape in which we operate, our ability to pass on increased costs associated with providing healthcare to Medicare and Medicaid patients is limited due to various federal, state and local laws, which in certain circumstances, limit our ability to increase prices;
- in our acute care segment, we have experienced a significant increase in hospital based physician related expenses, especially in the areas of emergency room care and anesthesiology. We have implemented various initiatives to mitigate the increased expense, to the degree possible, which has moderated the rate of increase. However, significant increases in these physician related expenses could have a material unfavorable impact on our future results of operations;
- the increase in interest rates during the past few years has increased our interest expense significantly increasing our expenses and reducing our free cash flow and our ability to access the capital markets on favorable terms. As such, the effects of increased borrowing rates have adversely impacted our results

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of operations, financial condition and cash flows. We cannot predict future changes to interest rates, however, significant increases in our borrowing rates could have a material unfavorable impact on our future results of operations;

- President Biden signed into law fiscal year 2024 appropriations to federal agencies for continuing projects and activities through September 30, 2024. We cannot predict whether or not there will be future legislation averting a federal government shutdown, however, our operating cash flows and results of operations could be materially unfavorably impacted by a federal government shutdown;
- on December 29, 2022, the Consolidated Appropriations Act, 2023, was signed into law phasing out the enhanced federal medical assistance percentage rate that states received during the COVID-19 public health emergency and fully eliminated the increase on December 31, 2023. States were also permitted to begin Medicaid eligibility redeterminations on March 31, 2023, which has resulted in a decrease in Medicaid enrollment;
- our ability to comply with the existing laws and government regulations, and/or changes in laws and government regulations;
- an increasing number of legislative initiatives have been passed into law that may result in major changes in the health care delivery system on a national or state level. For example, Congress has reduced to \$0 the penalty for failing to maintain health coverage that was part of the original Patient Protection and Affordable Care Act, as amended by the Health and Education Reconciliation Act (collectively, the “Legislation”) as part of the Tax Cuts and Jobs Act. To date, the Biden administration has issued executive orders implementing a special enrollment period permitting individuals to enroll in health plans outside of the annual open enrollment period and reexamining policies that may undermine the Legislation or the Medicaid program. The Inflation Reduction Act of 2022 (“IRA”) was passed on August 16, 2022, which among other things, allows for the Centers for Medicare and Medicaid Services (“CMS”) to negotiate prices for certain single-source drugs reimbursed under Medicare Part B and Part D. The American Rescue Plan Act’s expansion of subsidies to purchase coverage through a Legislation exchange, which the IRA continued through 2025, is anticipated to increase exchange enrollment. However, if the subsidies are not extended beyond 2025, exchange enrollment may be adversely impacted;
- there have been numerous political and legal efforts to expand, repeal, replace or modify the Legislation, since its enactment, some of which have been successful, in part, in modifying the Legislation, as well as court challenges to the constitutionality of the Legislation. The U.S. Supreme Court held in *California v. Texas* that the plaintiffs lacked standing to challenge the Legislation’s requirement to obtain minimum essential health insurance coverage, or the individual mandate. The Court dismissed the case without specifically ruling on the constitutionality of the Legislation. As a result, the Legislation will continue to remain law, in its entirety, likely for the foreseeable future. On September 7, 2022, the Legislation faced its most recent challenge when a Texas Federal District Court judge, in the case of *Braidwood Management v. Becerra*, ruled that a requirement that certain health plans cover services without cost sharing violates the Appointments Clause of the U.S. Constitution and that the coverage of certain HIV prevention medication violates the Religious Freedom Restoration Act. The decision was appealed to the U.S. Court of Appeals for the Fifth Circuit, which on June 21, 2024, affirmed the District Court’s ruling regarding preventive services recommended by United States Preventive Services Task Force being unconstitutional. However, the Fifth Circuit overturned the nationwide injunction imposed by the District Court, preserving access to the majority of preventive services in dispute for now. The matter is expected to be the subject of additional litigation, having been remanded in part to the District Court. The outcome and impacts of this litigation cannot be predicted. Any future efforts to challenge, replace or replace the Legislation or expand or substantially amend its provision is unknown;
- as part of the Consolidated Appropriations Act of 2021 (the “CAA”), Congress passed legislation aimed at preventing or limiting patient balance billing in certain circumstances. The CAA addresses

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surprise medical bills stemming from emergency services, out-of-network ancillary providers at in-network facilities, and air ambulance carriers. The CAA prohibits surprise billing when out-of-network emergency services or out-of-network services at an in-network facility are provided, unless informed consent is received. In these circumstances providers are prohibited from billing the patient for any amounts that exceed in-network cost-sharing requirements. HHS, the Department of Labor and the Department of the Treasury have issued rules to implement the legislation. The rules have limited the ability of our hospital-based physicians to receive payments for services at usually higher out-of-network rates in certain circumstances, and, as a result, have caused us to increase subsidies to these physicians or to replace their services at a higher cost level;

- in June 2024, the U.S. Supreme Court issued its decision in *Loper Bright Enters. v. Raimondo* and *Relentless, Inc. v. Department of Commerce*, which modified the regulatory interpretation standard established 40 years ago by *Chevron v. National Resources Defense Council*. *Chevron* doctrine generally required courts to defer to federal agencies in their interpretation of federal statutes when a statute was silent or ambiguous with respect to a specific issue. In *Loper Bright*, the Supreme Court held that courts are no longer required to grant such deference, though they may consider an agency's statutory interpretation. As it is highly regulated, the health care industry could be significantly impacted by the *Loper Bright* decision, particularly in the areas of Medicare reimbursement, decision making by the Food & Drug Administration and health care fraud and abuse compliance, where parties may no longer be able to rely on federal agencies' policies, rules and guidance;
- possible unfavorable changes in the levels and terms of reimbursement for our charges by third party payers or government based payers, including Medicare or Medicaid in the United States, and government based payers in the United Kingdom;
- our ability to enter into managed care provider agreements on acceptable terms and the ability of our competitors to do the same;
- the outcome of known and unknown litigation, government investigations, inquiries, false claims act allegations, and liabilities and other claims asserted against us and other matters, and the effects of adverse publicity relating to such matters, including, but not limited to, the March 28, 2024, jury verdict (of compensatory damages of \$60 million and punitive damages of \$475 million) returned against The Pavilion Behavioral Health System (the "Pavilion"), one of our indirect subsidiaries, as disclosed in *Note 6 to the Condensed Consolidated Financial Statements—Commitments and Contingencies—Legal Proceedings* in our Quarterly Report on Form 10-Q for the period ended June 30, 2024. The Pavilion has filed post-trial motions, which were heard on August 1, 2024 and August 23, 2024. The Pavilion will pursue an appeal as appropriate depending on the court's resolution of post-trial motions. We are uncertain as to the ultimate financial exposure related to the Pavilion matter (which relates to an occurrence in 2020) and we can make no assurances regarding timing or substance of its outcome, or the amount of damages that may be ultimately held recoverable after post-judgment proceedings and appeal. While the Pavilion has professional liability insurance to cover a portion of these amounts, the resolution of this matter may have a material adverse effect on the Company. As of June 30, 2024, without reduction for any potential amounts related to the above-mentioned Pavilion matter, the Company and its subsidiaries have aggregate insurance coverage of approximately \$221 million remaining under commercial policies for matters applicable to the 2020 policy year (in excess of the applicable self-insured retention amounts of \$10 million per occurrence for professional liability claims and \$3 million per occurrence for general liability claims). In the event the resolution of the Pavilion matter exhausts all or a significant portion of the remaining commercial insurance coverage available to the Company and its subsidiaries related to other matters that occurred in 2020, or the Pavilion matter causes the posting of a large bond or other collateral during an appeal process, our future results of operations and capital resources could be materially adversely impacted;
- competition from other healthcare providers (including physician owned facilities) in certain markets;

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- technological and pharmaceutical improvements that increase the cost of providing, or reduce the demand for healthcare;
- our ability to attract and retain qualified personnel, nurses, physicians and other healthcare professionals and the impact on our labor and related expenses resulting from a shortage of nurses, physicians and other healthcare professionals;
- demographic changes;
- there is a heightened risk of future cybersecurity threats, including ransomware attacks targeting healthcare providers. If successful, future cyberattacks could have a material adverse effect on our business. Any costs that we incur as a result of a data security incident or breach, including costs to update our security protocols to mitigate such an incident or breach could be significant. Any breach or failure in our operational security systems, or any third-party security systems that we rely on, can result in loss of data or an unauthorized disclosure of or access to sensitive or confidential member or protected personal or health information and could result in violations of applicable privacy and other laws, significant penalties or fines, litigation, loss of customers, significant damage to our reputation and business, and other liability or losses. We may also incur additional costs related to cybersecurity risk management and remediation. There can be no assurance that we or our service providers, if applicable, will not suffer losses relating to cyber-attacks or other information security breaches in the future or that our insurance coverage will be adequate to cover all the costs resulting from such events;
- the availability of suitable acquisition and divestiture opportunities and our ability to successfully integrate and improve our acquisitions since failure to achieve expected acquisition benefits from certain of our prior or future acquisitions could result in impairment charges for goodwill and purchased intangibles;
- the impact of severe weather conditions, including the effects of hurricanes and climate change;
- our business, results of operations, financial condition, or stock price may be adversely affected if we are not able to achieve our environmental, social and governance (“ESG”) goals or comply with emerging ESG regulations, or otherwise meet the expectations of our stakeholders with respect to ESG matters;
- we receive revenues from various state and county-based programs, including Medicaid in all the states in which we operate. We receive annual Medicaid revenues of approximately \$100 million, or greater, from each of Texas, Nevada, California, Illinois, Pennsylvania, Washington, D.C., Kentucky, Massachusetts, Mississippi, Virginia and Florida. We also receive Medicaid disproportionate share hospital (DSH) payments in certain states including, most significantly, Texas. We are therefore particularly sensitive to potential reductions in Medicaid and other state-based revenue programs as well as regulatory, economic, environmental and competitive changes in those states;
- our ability to continue to obtain capital on acceptable terms, including borrowed funds, to fund the future growth of our business;
- our inpatient acute care and behavioral health care facilities may experience decreasing admission and length of stay trends;
- our financial statements reflect large amounts due from various commercial and private payers and there can be no assurance that failure of the payers to remit amounts due to us will not have a material adverse effect on our future results of operations;
- the Budget Control Act of 2011 (the “2011 Act”) imposed annual spending limits for most federal agencies and programs aimed at reducing budget deficits by \$917 billion between 2012 and 2021, according to a report released by the Congressional Budget Office. Among its other provisions, the law established a bipartisan Congressional committee, known as the Joint Select Committee on Deficit Reduction (the “Joint Committee”), which was tasked with making recommendations aimed at

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reducing future federal budget deficits by an additional \$1.5 trillion over 10 years. The Joint Committee was unable to reach an agreement by the November 23, 2011 deadline and, as a result, across-the-board cuts to discretionary, national defense and Medicare spending were implemented on March 1, 2013 resulting in Medicare payment reductions of up to 2% per fiscal year with a uniform percentage reduction across all Medicare programs. Current legislation has extended these reductions through 2032. We cannot predict whether Congress will restructure the implemented Medicare payment reductions or what other federal budget deficit reduction initiatives may be proposed by Congress going forward;

- uninsured and self-pay patients treated at our acute care facilities unfavorably impact our ability to satisfactorily and timely collect our self-pay patient accounts;
- changes in our business strategies or development plans;
- we have exposure to fluctuations in foreign currency exchange rates, primarily the pound sterling. We have international subsidiaries that operate in the United Kingdom. We routinely hedge our exposures to foreign currencies with certain financial institutions in an effort to minimize the impact of certain currency exchange rate fluctuations, but these hedges may be inadequate to protect us from currency exchange rate fluctuations. To the extent that these hedges are inadequate, our reported financial results or the way we conduct our business could be adversely affected. Furthermore, if a financial counterparty to our hedges experiences financial difficulties or is otherwise unable to honor the terms of the foreign currency hedge, we may experience material financial losses;
- the impact of a shift of care from inpatient to lower cost outpatient settings and controls designed to reduce inpatient services on our revenue, and;
- other factors referenced herein or in our other filings with the Securities and Exchange Commission.

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



## OUR COMPANY

Our principal business is owning and operating, through our subsidiaries, acute care hospitals and outpatient facilities and behavioral health care facilities. As of June 30, 2024, we owned and/or operated 359 inpatient facilities and 48 outpatient and other facilities located in 39 states, Washington, D.C., the United Kingdom and Puerto Rico.

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

We are a Delaware corporation that was organized in 1979. Our principal executive offices are located at Universal Corporate Center, 367 South Gulph Road, P.O. Box 61558, King of Prussia, PA 19406. Our telephone number is (610) 768-3300.

## **RISK FACTORS**

Our business is subject to numerous risks, including those that are generally associated with operating in the health care industry. You should carefully consider and evaluate all of the information included and incorporated by reference in this prospectus, including the risk factors incorporated by reference to our Annual Report on Form 10-K for the year ended December 31, 2023 and each subsequently filed Quarterly Report, as well as any risk factors we may describe in any subsequent periodic reports or information we file with the SEC. In addition, when we offer and sell any securities pursuant to a prospectus supplement, we may include additional risk factors relevant to such securities in such prospectus supplement. This prospectus also contains forward-looking statements that involve risks and uncertainties. If any of these risks occur, our business, financial condition or results of operation could be adversely affected. Please read “Forward-Looking and Cautionary Statements.” It is possible that our business, financial condition, liquidity or results of operations could be materially adversely affected by any of these risks. The risks and uncertainties we have described are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also affect our business operations.

## USE OF PROCEEDS

Except as otherwise set forth in a prospectus supplement, we intend to use the net proceeds from sales of the securities for general corporate purposes, which may include the following: refunding, repurchasing, retiring upon maturity or redeeming existing debt; funding for working capital; capital expenditures; repurchases of our capital stock; strategic investments and acquisitions; and for other general corporate purposes. The exact amounts to be used and when the net proceeds will be applied will depend on a number of factors, including our funding requirements and the availability of alternative funding sources.

## DESCRIPTION OF CAPITAL STOCK

The following is a description of the material terms of our Restated Certificate of Incorporation and amendments thereto and Amended and Restated Bylaws as currently in effect.

### Authorized Capital

Our authorized capital stock consists of 12,000,000 shares of Class A common stock, \$0.01 par value per share, 150,000,000 shares of Class B common stock, \$0.01 par value per share, 1,200,000 shares of Class C common stock, \$0.01 par value per share, and 5,000,000 shares of Class D common stock, \$0.01 par value per share. Shares of Class A, C and D common stock may be converted into Class B common stock on a share-for-share basis.

### Voting Rights

Class A common stock, Class B common stock, Class C common stock and Class D common stock are substantially similar except that each Class has different voting rights. Each share of Class A common stock has one vote per share; each share of Class B common stock has one-tenth vote per share; each share of Class C common stock has one hundred votes per share; and each share of Class D common stock has ten votes per share. Notwithstanding the foregoing, if a holder of Class C or Class D common stock holds a number of shares of Class A or Class B common stock, respectively, which is less than ten times the number of shares of Class C or Class D common stock, respectively, that such holder holds, then such holder will only be entitled to one vote per share of Class C common stock and one-tenth vote per share of Class D common stock.

### Board of Directors

The holders of Class B and Class D common stock, voting together as a separate class, with each share of Class B and Class D common stock having one vote per share, are entitled to elect the greater of 20% of our Board of Directors or one director. The holders of Class B and Class D common stock are also permitted to vote together as a separate Class with respect to certain other matters or as required by applicable law. Holders of Class A and Class C common stock, voting together as a separate class, with each share of Class A and Class C common stock having one vote per share, are entitled to elect the remaining directors and vote together with the holders of Class B and Class D common stock on all other matters.

Our Restated Certificate of Incorporation provides for a Board of Directors of not fewer than three members nor more than nine members, the exact number to be determined by the Board of Directors. The Board of Directors is currently comprised of seven members, and is divided into three classes, with members of each class serving for a three-year term. At each annual meeting of stockholders, directors are chosen to succeed those in the class the term of which expires at such annual meeting. Holders of shares of our outstanding Class B and Class D Common Stock (voting together as a single class) are entitled to elect two directors, currently one in Class II and one in Class III, and the holders of Class A and Class C Common Stock (voting together as a single class) are entitled to elect the remaining directors, currently three in Class I, one in Class II, and one in Class III.

### Dividends

All common shares participate equally in distributions payable to shareholders when and as declared by our Board of Directors. We have a history of paying quarterly cash dividends to our stockholders and it is our current intention to pay comparable dividends in the future.

### Limitation on Directors' Liability and Indemnification

Section 145(a) of the General Corporation Law of the State of Delaware (the "DGCL") grants each corporation organized thereunder the power to indemnify any person who was or is a party or is threatened to be

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made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement that were actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

Section 145(b) of the DGCL grants each corporation organized thereunder the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made pursuant to Section 145(b) of the DGCL in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145(c) of the DGCL provides that to the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 145(a) and (b) of the DGCL, as described in the preceding paragraphs, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 145(g) of the DGCL provides, in general, that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation against any liability asserted against the person in any such capacity, or arising out of the person's status as such, regardless of whether the corporation would have the power to indemnify the person against such liability under the provisions of the DGCL. We maintain a directors' and officers' insurance policy that insures our directors and officers against liabilities incurred in their capacity as such for which they are not otherwise indemnified, subject to certain exclusions.

Section 102(b)(7) of the DGCL enables a corporation in its certificate of incorporation, or an amendment thereto, to eliminate or limit the personal liability of a director or officer to the corporation or its stockholders of monetary damages for violations of the directors' or officers' fiduciary duty of care as a director or officer, except (i) for any breach of the director's or officer's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL (providing for director liability in the event of unlawful payment of dividends or unlawful stock purchases or redemptions) or (iv) for any transaction from which a director or officer derived an improper personal benefit or (v) any action against an officer by or in the right of the corporation. Our Restated Certificate of Incorporation limits director liability for monetary damages arising from a breach of fiduciary duty to the fullest extent permitted by the DGCL.

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Our Restated Certificate of Incorporation indemnifies the directors and officers to the full extent of the DGCL and also allows the Board of Directors to indemnify all other employees. Such right of indemnification is not exclusive of any right to which such officer or director may be entitled as a matter of law and shall extend and apply to the heirs, executors and administrators of such persons.

We maintain a directors' and officers' insurance policy. The policy insures directors and officers against unindemnified losses arising from certain wrongful acts in their capacities as directors and officers and reimburses us for those losses for which we have lawfully indemnified the directors and officers. The policy contains various exclusions that are normal and customary for policies of this type.

The foregoing summaries are subject to the complete text of our Restated Certificate of Incorporation and Amended and Restated Bylaws and the DGCL and are qualified in their entirety by reference thereto.

We believe that our Restated Certificate of Incorporation, Amended and Restated Bylaws and insurance policies are necessary to attract and retain qualified persons to serve as directors and officers of the Company.

The limitation of liability and indemnification provisions in our Restated Certificate of Incorporation and Amended and Restated Bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and other stockholders. Furthermore, a stockholder's investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers as required or allowed by these indemnification provisions.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions or any other provisions described in this prospectus, we have been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

### **Delaware Anti-Takeover Statutes**

Certain Delaware law provisions may make it more difficult for someone to acquire us through a tender offer, proxy contest or otherwise.

Section 203 of the DGCL provides that, subject to certain stated exceptions, an "interested stockholder" is any person (other than the corporation and any direct or indirect majority-owned subsidiary) who owns 15% or more of the outstanding voting stock of the corporation or is an affiliate or associate of the corporation and was the owner of 15% or more of the outstanding voting stock of the corporation at any time within the three-year period immediately prior to the date of determination, and the affiliates and associates of such person. A corporation may not engage in a business combination with any interested stockholder for a period of three years following the time that such stockholder became an interested stockholder unless:

- prior to such time the board of directors of the corporation approved either the business combination or transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding shares owned by (i) persons who are directors and also officers and (ii) employee stock plans in which participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- at or subsequent to such time, the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

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The effect of these provisions may make a change in control of our business more difficult by delaying, deferring or preventing a tender offer or other takeover attempt that a stockholder might consider in its best interest. This includes attempts that might result in the payment of a premium to stockholders over the market price for their shares. These provisions also may promote the continuity of our management by making it more difficult for a person to remove or change the incumbent members of the board of directors.

### **Transfer Agent and Registrar**

Computershare Trust Company, N.A. is the transfer agent and registrar for our Class B common stock.

### **Listing**

Our Class B common stock currently trades on the New York Stock Exchange under the symbol “UHS.”

## DESCRIPTION OF DEBT SECURITIES AND GUARANTEES OF DEBT SECURITIES

This prospectus describes certain general terms and provisions of our debt securities. When we offer to sell a particular series of debt securities, we will describe the specific terms of the series in a supplement to this prospectus. We will also indicate in the applicable prospectus supplement whether the general terms and provisions described in this prospectus apply to a particular series of debt securities.

The debt securities will be issued under an indenture among us and U.S. Bank Trust Company, National Association, as trustee, or another trustee chosen by us, qualified to act as such under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), and appointed in a supplemental indenture with respect to a particular series, and JPMorgan Chase Bank, N.A., as collateral agent. The indenture is governed by the Trust Indenture Act. We have summarized select portions of the indenture below. This summary is not complete. The indenture has been filed as an exhibit to the registration statement and we urge you to read the indenture. Capitalized terms used in the summary have the meaning specified in the indenture.

When we refer to “we,” “our,” “us,” the “Company” and “UHS” in this section, we mean Universal Health Services, Inc. unless the context otherwise requires or as otherwise expressly stated.

### General

The terms of each series of debt securities will be established by or pursuant to a resolution of our board of directors and set forth or determined in the manner provided in an officers’ certificate or by a supplemental indenture. The particular terms of each series of debt securities will be described in a prospectus supplement relating to that series.

Unless otherwise specified in a supplement to this prospectus, the debt securities will be the direct, unsecured obligations of UHS and will rank equally with all of its other unsecured and unsubordinated indebtedness. UHS’ payment obligations under any series of debt securities may be guaranteed by one or more co-registrants.

We may issue an unlimited amount of debt securities under the indenture that may be in one or more series with the same or various maturities, at par, at a premium or at a discount. We will set forth in a prospectus supplement relating to any series of debt securities being offered the aggregate principal amount and the following terms of such series of debt securities:

- the title of the debt securities, whether the debt securities rank as senior debt securities, senior subordinated debt securities or subordinated debt securities, or any combination thereof;
- the price or prices (expressed as a percentage of the principal amount) at which we will sell the debt securities;
- the aggregate principal amount of the debt securities and any limit on the aggregate principal amount of the debt securities;
- the date or dates on which the principal on the debt securities will be payable and the amount of principal that will be payable;
- the rate or rates (which may be fixed or variable) at which the debt securities will bear interest, if any, as well as the dates from which interest will accrue, the dates on which interest will be payable and the record date for the interest payable on any payment date;
- the form and terms of any guarantee, including the terms of subordination, if any, of the debt securities;
- any depositories, interest rate calculation agents or other agents with respect to the debt securities;
- the right, if any, of holders of the debt securities to convert them into our common stock or other securities, including any provisions intended to prevent dilution of such conversion rights;



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- the place or places where principal, premium, if any, and interest, if any, on the debt securities will be payable and where debt securities which are in registered form can be presented for registration of transfer or exchange and the identification of any depositary or depositaries for any global debt securities;
- any provisions regarding our right to redeem, repay or purchase the debt securities or the right of holders to require us to redeem, repay or purchase the debt securities, in whole or in part;
- any provision requiring or permitting us to make payments to a sinking fund to be used to redeem the debt securities or a purchase fund to be used to purchase the debt securities;
- the denominations in which the debt securities will be issued, if other than denominations of \$2,000 and integral multiples of \$1,000 in excess thereof;
- the percentage of the principal amount at which debt securities will be issued and, if other than the full principal amount thereof, the percentage of the principal amount of the debt securities which is payable if maturity of the debt securities is accelerated because of an event of default;
- the currency or currencies in which principal, premium, if any, and interest, if any, will be payable;
- if payments of principal of, premium or interest on the debt securities will be made in one or more currencies other than that or those in which the debt securities are denominated, the manner in which the exchange rate with respect to these payments will be determined;
- the manner in which the amounts of payment of principal of, or premium or interest on the debt securities will be determined, if these amounts may be determined by reference to an index based on a currency or currencies other than that in which the debt securities are denominated or designated to be payable;
- any provisions relating to any collateral provided to secure the debt securities;
- any addition to or change in the events of default with respect to the debt securities and any change in the right of the trustee or the requisite holders of the debt securities to declare the principal amount thereof due and payable upon the occurrence of an event of default;
- any addition to, change in or deletion from, the covenants described in this prospectus or in the indenture with respect to the debt securities;
- the trustee, registrar or paying agent for the debt securities, if different than U.S. Bank Trust Company, National Association;
- the collateral agent, if any, for the debt securities, if different than JPMorgan Chase Bank, N.A.;
- if applicable, that the debt securities, in whole or in specific part, shall be defeasible and, if other than by a board resolution, the manner in which any election by the Company to defease such debt securities shall be evidenced; and
- any other material terms of the debt securities, which may modify, supplement or delete any provision of the indenture as it applies to that series; provided, however, that no such term may modify or delete any provision thereof if imposed by the Trust Indenture Act; and provided, further, that any modification or deletion of the rights, duties and immunities of the trustee under the indenture shall have been consented to in writing by the trustee.

In addition, the indenture does not limit our ability to issue subordinated debt securities. Any subordination provisions of a particular series of debt securities will be set forth in the officers' certificate or supplemental indenture related to that series of debt securities and will be described in the relevant prospectus supplement.

We will provide you with information on the material United States federal income tax considerations and other special considerations applicable to any of these debt securities in the applicable prospectus supplement.

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### **Transfer and Exchange**

A holder will be able to transfer or exchange debt securities only in accordance with the indenture. The registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay taxes and fees required by law or permitted by the indenture.

### **Change of Control**

Unless we state otherwise in the applicable prospectus supplement, the debt securities will not contain any provisions that may afford holders of the debt securities protection in the event we undergo a change in control or in the event of a highly leveraged transaction (whether or not such transaction results in a change in control) that could adversely affect holders of debt securities.

### **Covenants**

The indenture will contain certain covenants that require us and our subsidiaries to, among other things:

- pay or cause to be paid the principal, premium, if any, and interest on the debt securities on the dates and in the manner provided in the debt securities;
- maintain an office or agency where the debt securities may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the us and, any guarantors may be served;
- deliver to the trustee copies of the annual reports, information, documents, and other reports required to be filed with the SEC pursuant to Section 13 or 15(d) of the Exchange Act and comply with the other provisions Section 314(a) of the Trust Indenture Act;
- pay, prior to delinquency, all material taxes, assessments and governmental levies except such as are contested in good faith and by appropriate negotiations or proceedings or where the failure to affect such payment is not adverse in any material respect to the holders; and
- maintain corporate existence.

In addition, unless provided otherwise in the applicable prospectus supplement, the indenture will contain certain covenants that limit:

- our and our subsidiaries' ability to issue, assume or guarantee indebtedness or obligations secured by mortgages (other than permitted liens) on, or enter into sale and lease-back transactions with respect to, our principal properties; and
- as described in "—Consolidation, Merger and Sale of Assets" below, our ability to consolidate with or merge into, or transfer or lease all or substantially all of our assets to, another person.

We will set forth in the applicable prospectus supplement any additional restrictive covenants applicable to any issue of debt securities.

### **Consolidation, Merger and Sale of Assets**

We may not consolidate with or merge into, or transfer or lease all or substantially all of our assets to another person, which we refer to as a successor person, without the consent of the holders of the debt securities of such series unless:

- we are the surviving entity, or the surviving entity is a corporation, partnership, limited partnership, limited liability corporation or trust organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof;
- after giving effect to the transaction, no event of default, and no event which, after notice or lapse of time, or both, would become an event of default, shall have occurred and be continuing under the indenture; and

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- certain other conditions are satisfied, including any that may be set forth in the applicable prospectus supplement.

### **Events of Default**

Unless otherwise stated in the applicable prospectus supplement, an event of default with respect to any series of debt securities will be defined in the indenture or applicable supplemental indenture as being:

- failure to pay the principal or any premium on any of the debt securities of such series when due;
- failure to pay any interest upon any debt security of such series when due, and that default continues for a period of 30 days;
- failure to perform, or the breach of, any of our other agreements in the indenture with respect to such series, and such default continues for a period of 60 days after we receive written notice by holders of at least 25% in principal amount of the outstanding debt securities of that series as provided in the indenture;
- certain events involving bankruptcy, insolvency or reorganization of the Company; and
- any other event of default provided with respect to debt securities of that series which is described in the applicable prospectus supplement.

No event of default with respect to a particular series of debt securities (except as to certain events of bankruptcy, insolvency or reorganization) necessarily constitutes an event of default with respect to any other series of debt securities.

If an event of default (other than an event of default resulting from certain events of bankruptcy, insolvency or reorganization) with respect to debt securities of any series at the time outstanding occurs and is continuing, then the trustee or the holders of at least 25% in aggregate principal amount of the outstanding debt securities of that series may, by a notice in writing to us, declare the principal amount of, premium, if any, and accrued and unpaid interest, if any, on all the debt securities of such series to be due and payable immediately. In the case of an event of default resulting from certain events of bankruptcy, insolvency or reorganization, the principal of, premium, if any, and accrued and unpaid interest, if any, on all outstanding debt securities of that series will become and be immediately due and payable without any declaration or other act on the part of the trustee or any holder of outstanding debt securities of that series. At any time after a declaration of acceleration with respect to debt securities of any series has been made, the holders of a majority in principal amount of the then outstanding debt securities of that series may rescind the acceleration and its consequences if the rescission would not conflict with any judgement or decree, all events of default, other than the non-payment of accelerated principal of, premium, if any, and interest on the debt securities of that series that have become due solely by such declaration of acceleration, have been cured or waived as provided in the indenture, and all amounts due to the trustee in each of its capacities under the indenture have been paid in full.

The indenture provides that the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request of any holder of outstanding debt securities, unless the trustee receives indemnity and/or security satisfactory to it against any loss, liability or expense. Subject to certain rights of the trustee and certain other limitations, the holders of a majority in aggregate principal amount of the outstanding debt securities of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to the debt securities of that series.

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Unless stated otherwise in the applicable prospectus supplement, no holder of any debt security of any series will have any right to institute any proceeding, judicial or otherwise, with respect to the indenture or for the appointment of a receiver or trustee, or for any remedy under the indenture, unless:

- that holder has previously given to the trustee written notice of a continuing event of default with respect to debt securities of that series; and
- the holders of at least 25% in principal amount of the outstanding debt securities of that series have made written request, and offered indemnity and/or security satisfactory to the trustee to institute the proceeding as trustee, and the trustee has not received from the holders of a majority in principal amount of the outstanding debt securities of that series a direction inconsistent with that request and has failed to institute the proceeding within 60 days.

Notwithstanding the foregoing, the right of any holder of any debt security to receive payment of principal of, premium, if any, and interest on that debt security on or after the due dates expressed in that debt security, or to bring suit for the enforcement of payment on or after such respective dates, will not be impaired or affected without the consent of such holder.

The indenture requires us, within 90 days after the end of our fiscal year (which fiscal year currently ends December 31 of each year), to furnish to the trustee a statement as to compliance with the indenture.

### **Amendment, Supplement and Waiver**

We may modify and amend the indenture or any series of debt securities without notice to or the consent of the holders to:

- to evidence the succession of another corporation to the Company and the assumption by such successor of the covenants of the Company in compliance with the requirements set forth in the indenture;
- to add to the covenants for the benefit of the holders or to surrender any right or power conferred upon the Company under the indenture;
- to add any additional events of default;
- to change or eliminate any of the provisions of the indenture; provided that any such change or elimination shall become effective only when there are no outstanding debt securities of such series created prior to the execution of such supplemental indenture that are entitled to the benefit of such provision and as to which such supplemental indenture would apply;
- to add a guarantor to the debt securities of such series;
- to supplement any of the provisions of the indenture to such extent necessary to permit or facilitate the defeasance and discharge of the debt securities of such series; provided that any such action does not adversely affect the interests of the holders of the debt securities of such series in any material respect;
- to evidence and provide for the acceptance of appointment under the indenture by a successor trustee or collateral agent and to add to or change any of the provisions of the indenture necessary to provide for or facilitate the administration of the trusts by more than one trustee or for the trustee to act as collateral agent;
- to cure any ambiguity, to correct or supplement any provision of the indenture which may be defective or inconsistent with any other provision;
- to conform the text of the indenture, the debt securities of such series, the guarantees or the security documents to any provision of the "Description of the notes" section of the applicable prospectus supplement to the extent that such provision in such "Description of the notes" section was intended to

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be a verbatim recitation of a provision of the indenture, the debt securities of such series, the guarantees or the security documents; provided that, in each instance, the Company delivers to the trustee an officers' certificate to such effect;

- to change any place or places where the principal of and premium, if any, and interest, if any, on the debt securities of such series shall be payable, the debt securities of such series may be surrendered for registration or transfer, the debt securities of such series may be surrendered for exchange, and notices and demands to or upon the Company may be served;
- if applicable to such series of debt securities, to mortgage, pledge, hypothecate or grant any other lien in favor of the collateral agent for the benefit of the trustee and the holders of the debt securities of such series, as additional security for the payment and performance of all or any portion of the obligations under the indenture, in any property or assets, including any which are required to be mortgaged, pledged or hypothecated, or in which a lien is required to be granted in favor of the collateral agent for the benefit of the trustee and the holders of the debt securities of such series pursuant to the indenture, any of the security documents or otherwise;
- if applicable to such series of debt securities, to release collateral from the lien of the indenture and the security documents when permitted or required by the security documents or the indenture;
- if applicable to such series of debt securities, to add additional first lien secured parties to any security documents in accordance with such security documents;
- comply with any requirement of the SEC in connection with any required qualification of the indenture under the Trust Indenture Act; or
- to establish additional series of Notes as permitted by the indenture.

Subject to certain exceptions, we may amend the indenture or any series with the consent (which may include consents obtained in connection with a tender offer or exchange offer for that series of securities) of the holders of at least a majority in aggregate principal amount of the series of the securities then outstanding, and any existing default under, or compliance with any provision of, the indenture may be waived (other than any continuing default in the payment of the principal of or interest on the securities) with the consent (which may include consents obtained in connection with a tender offer or exchange offer for that series of securities) of the holders of a majority in principal amount of the securities of that series then outstanding; provided that without the consent of each holder affected, we may not:

- change the stated maturity of the principal of, or installment of interest, if any, on, such debt securities of such series, or reduce the principal amount thereof or the interest thereon or any premium payable upon redemption thereof;
- change the currency in which the principal of (and premium, if any) or interest on such debt securities of such series are denominated or payable;
- waive a default or event of default in the payment of principal of, premium, if any, or interest on the debt securities of such series (except a rescission of acceleration of the debt securities of such series by the holders of at least a majority in aggregate principal amount of the then outstanding debt securities of such series with respect to a nonpayment default and a waiver of the payment default that resulted from such acceleration);
- reduce the premium payable upon the redemption or repurchase of any debt securities of such series or change the time at which any debt securities of such series may be redeemed or repurchased, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise;
- impair the right of any holder to receive payment of principal of, premium, if any, or interest on such holder's debt securities of such series on or after the due dates therefor or impair the right to institute suit for the enforcement of any payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date);

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- modify the provisions that require holder consent to modify or amend the indenture or that permit holders to waive compliance with certain provisions of the indenture or certain defaults;
- make any change to or modify the ranking of such debt securities of such series or, if applicable to the debt securities of such series, the ranking of the liens with respect to such debt securities of such series that would adversely affect the holders; or
- except as expressly permitted by the indenture, modify the guarantees of any guarantor in any manner adverse to the holders of the debt securities of such series.

If applicable to the debt securities of such series, without the consent of at least 75% in aggregate principal amount of the debt securities of such series then outstanding, an amendment, supplement or waiver may not modify any security document or the provisions of the indenture dealing with the security documents or application of trust moneys, or otherwise release any collateral, in any manner materially adverse to the holders of the debt securities other than in accordance with the indenture and the security documents.

Except for certain specified provisions, the holders of at least a majority in aggregate principal amount of the outstanding debt securities of any series may on behalf of the holders of all debt securities of that series waive our compliance with provisions of the indenture. The holders of a majority in principal amount of the outstanding debt securities of any series may on behalf of the holders of all the debt securities of such series waive any past default under the indenture with respect to that series and its consequences, except a continuing default in the payment of the principal of or any interest on any debt security of that series or in respect of a covenant or provision which cannot be modified or amended without the consent of the holder of each outstanding debt security of the series affected; provided, however, that, subject to certain limitations, the holders of a majority in aggregate principal amount of the outstanding debt securities of any series may rescind an acceleration and its consequences, including any related payment default that resulted from the acceleration.

### **Legal Defeasance and Covenant Defeasance**

*Legal Defeasance.* The indenture provides that, if so provided by the terms of the applicable series of debt securities, we may be discharged from any and all obligations in respect of the debt securities of any series (except for certain obligations, including obligations to register the transfer or exchange of debt securities of such series, to replace stolen, lost or mutilated debt securities of such series, and to maintain paying agencies and certain provisions relating to the treatment of funds held by paying agents and the rights, duties, indemnities and immunities of and obligations to the trustee). We will be so discharged upon the deposit with the trustee, in trust, of money and/or non-callable U.S. government obligations, that, through the payment of interest and principal in accordance with their terms, will provide money in an amount sufficient in the opinion of a nationally recognized firm of independent public accountants to pay the principal, premium and interest on the debt securities of that series on the stated date of payment thereof or the applicable redemption date, as the case may be.

This discharge may occur only if, among other things, we have delivered to the trustee an opinion of counsel stating that we have received from, or there has been published by, the United States Internal Revenue Service a ruling or, since the applicable issue date, there has been a change in the applicable United States federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the beneficial owners of the debt securities of that series will not recognize income, gain or loss for United States federal income tax purposes as a result of the deposit, defeasance and discharge and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the deposit, defeasance and discharge had not occurred.

*Defeasance of Certain Covenants.* The indenture provides that, if so provided by the terms of the applicable series of debt securities, upon compliance with certain conditions:

- we may omit to comply with certain covenants set forth in the indenture, as well as any additional covenants which may be set forth in the applicable prospectus supplement; and

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- any omission to comply with those covenants will not constitute a default or an event of default with respect to the debt securities of that series, or covenant defeasance.

The conditions include:

- irrevocably depositing with the trustee, in trust, for the benefit of the holders, money and/or non-callable U.S. government obligations that, through the payment of interest and principal in accordance with their terms, will provide money in an amount in an amount sufficient in the opinion of a nationally recognized firm of independent public accountants to pay the principal, premium and interest on the outstanding debt securities of that series on the stated date of payment thereof or the applicable redemption date, as the case may be; and
- delivering to the trustee an opinion of counsel to the effect that the beneficial owners of the debt securities of that series will not recognize income, gain or loss for United States federal income tax purposes as a result of the deposit and related covenant defeasance and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the deposit and related covenant defeasance had not occurred.

### **Guarantees**

Our payment obligations under any series of debt securities may be guaranteed by one or more of the co-registrants. The terms of any such guarantee will be set forth in the applicable prospectus supplement.

### **Collateral and Security**

Our payment obligations under any series of debt securities may be secured by assets of UHS or one or more of the co-registrants. The terms of any such security interest will be set forth in the applicable prospectus supplement.

### **Global Securities**

Some or all of the debt securities of any series may be represented, in whole or in part, by one or more global securities, which will have an aggregate principal amount equal to that of the debt securities they represent. We will register each global security in the name of a depository or nominee identified in a prospectus supplement and deposit the global security with the depository or nominee. Each global security will bear a legend regarding the restrictions on exchanges and registration of transfer referred to below and other matters specified in the indenture or supplemental indenture.

No global security may be exchanged for debt securities registered, and no transfer of a global security may be registered, in the name of any person other than the depository for the global security or any nominee of the depository, unless:

- the depository has notified us that it is unwilling or unable to continue as depository for the global security or has ceased to be a clearing agency registered under the Exchange Act;
- we execute and deliver to the trustee an officer's certificate to the effect that the global security shall be so exchangeable; or
- any other circumstances exist that may be described in the indenture or supplemental indenture and prospectus supplement.

We will register all securities issued in exchange for a global security or any portion of a global security in the names specified by the depository.

As long as the depository or its nominee is the registered holder of a global security, the depository or nominee will be considered the sole owner and holder of the global security and the debt securities that it

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represents. Except in the limited circumstances referred to above, owners of beneficial interests in a global security will not:

- be entitled to have the global security or debt securities registered in their names;
- receive or be entitled to receive physical delivery of certificated debt securities in exchange for a global security; and
- be considered to be the owners or holders of the global security or any debt securities for any purpose under the Indenture.

We will make all payments of principal, premium, and interest on a global security to the depository or its nominee.

The indenture will authorize the Company, the trustee and the paying agent to act in accordance with the applicable procedures of the Depository Trust Company (“DTC”) or such other depository for the debt securities. Ownership of beneficial interests in a global security will be limited to institutions that have accounts with the depository or its nominee, referred to as “participants,” and to persons that may hold beneficial interests through participants. In connection with the issuance of any global security, the depository will credit, on its book-entry registration and transfer system, the respective principal amounts of debt securities represented by the global security to the accounts of its participants. Ownership of beneficial interests in a global security will only be shown on records maintained by the depository or the participant. Likewise, the transfer of ownership interests will be effected only through the same records. Payments, transfers, exchanges, and other matters relating to beneficial interests in a global security may be subject to various policies and procedures adopted by the depository from time to time. Neither we, the trustee, nor any of our agents will have responsibility or liability for any aspect of the depository’s or any participant’s records relating to, or for payments made on account of, beneficial interests in a global security, or for maintaining, supervising, or reviewing any records relating to the beneficial interests.

### **Concerning the Trustee**

In the ordinary course of its business, U.S. Bank Trust Company, National Association, the trustee, may in the future provide, investment banking, commercial lending, financial advisory and other services for us. The indenture contains, or will contain, limitations on the right of the trustee, should it become our creditor, to obtain payment of claims in specified cases or to realize on property received in respect of any such claim as security or otherwise. The indenture permits, or will permit, the trustee to engage in other transactions; however, if it acquires any conflicting interest, it must eliminate such conflict or resign.

The indenture provides, or will provide, that in case an event of default occurs and is not cured, the trustee will be required, in the exercise of its power, to use the degree of skill and care of a prudent person under the circumstances in the conduct of such person’s own affairs. The trustee may refuse to perform any duty or exercise any right or power under the indenture, unless it receives indemnity and/or security satisfactory to it against any loss, liability or expense.

### **Governing Law**

The laws of the State of New York govern, or will govern, the indenture, the debt securities and the guarantees of debt securities.



## PLAN OF DISTRIBUTION

We may sell our securities to or through one or more underwriters or dealers, and also may sell our securities directly to other purchasers or through agents. These firms may also act as our agents in the sale of our securities. Only underwriters named in the applicable prospectus supplement will be considered as underwriters of our securities offered by such prospectus supplement. We may distribute our securities at different times in one or more transactions. We may sell our securities at fixed prices, which may change, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices.

In connection with the sale of our securities, underwriters may receive compensation from us or from purchasers of our securities in the form of discounts, concessions or commissions. Underwriters, dealers and agents that participate in the distribution of our securities may be deemed to be underwriters. Discounts or commissions they receive and any profit on their resale of our securities may be considered underwriting discounts and commissions under the Securities Act. We will identify any such underwriter or agent, and we will describe any such compensation, together with the terms of the offering of securities, in the applicable prospectus supplement.

We may agree to indemnify underwriters, dealers and agents who participate in the distribution of our securities against certain liabilities, including liabilities under the Securities Act. We may also agree to contribute to payments which the underwriters, dealers or agents may be required to make in respect of such liabilities. We may authorize dealers or other persons who act as our agents to solicit offers by certain institutions to purchase our securities from us under contracts which provide for payment and delivery on a future date. We may enter into these contracts with commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions and others. If we enter into these agreements concerning any class or series of our securities, we will indicate that in the applicable prospectus supplement.

In connection with an offering of our securities, underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of our securities. Specifically, underwriters may over-allot in connection with the offering, creating a syndicate short position in our securities for their own account. In addition, underwriters may bid for, and purchase, our securities in the open market to cover short positions or to stabilize the price of our securities.

Finally, underwriters may reclaim selling concessions allowed for distributing our securities in the offering if the underwriters repurchase previously distributed securities in transactions to cover short positions, in stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market price of our securities above independent market levels. Underwriters are not required to engage in any of these activities and may end any of these activities at any time. Agents and underwriters may engage in transactions with, or perform services for, us and our affiliates in the ordinary course of business.

## **LEGAL MATTERS**

Unless otherwise indicated in the applicable prospectus supplement, the validity of the securities offered hereby and tax matters will be passed upon for us by Norton Rose Fulbright US LLP, New York, New York.

## **EXPERTS**

The financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control Over Financial Reporting) incorporated in this Prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 2023 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

**PART II**  
**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 14. Other Expenses of Issuance and Distribution.**

The following is a statement of the expenses (all of which are estimated), other than selling or underwriting discounts and commissions, to be incurred by the Registrant in connection with a distribution of securities registered under this registration statement:

	<u>Amount to be paid</u>
SEC registration fee	\$ *
Legal fees and expenses	**
Accounting fees and expenses	**
Printing fees	**
Rating agency fees	**
Trustee's fees and expenses	**
Miscellaneous	**
<b>Total</b>	<u>\$</u> *

\* The Registrant is registering an indeterminate amount of securities under this Registration Statement and in accordance with Rules 456(b) and 457(r), the Registrant is deferring payment of all of the registration fee.

\*\* These fees are calculated based on the number of issuances and amount of securities offered and accordingly cannot be estimated at this time. The foregoing sets forth the general categories of expenses (other than underwriting discounts and commissions) that the Company anticipates it will incur in connection with the offering of securities under this registration statement. The applicable prospectus supplement will set forth the estimated aggregate amount of expenses payable in respect of any offering of securities.

**Item 15. Indemnification of Directors and Officers.**

**Alabama Registrants**

***H.C. Corporation and HSA Hill Crest Corporation are incorporated under the laws of Alabama***

Division E of Article 8 of the Alabama Business Corporation Act authorizes a court to award, or a corporation to grant, indemnity to an officer or director of the corporation under certain circumstances and subject to certain limitations.

Section 10A-2A-8.42(d) of the Alabama Business Corporation Act provides that an officer of a corporation shall not be liable for any action taken as an officer or any failure to take any action if such officer performed the duties of his or her office (i) in good faith, (ii) with the care that a person in a like position would reasonably exercise under similar circumstances and (iii) in a manner the officer reasonably believes to be in the best interests of the corporation.

The articles of incorporation of H.C. Corporation and HSA Hill Crest Corporation do not provide for indemnification of directors and officers. The bylaws of H.C. Corporation and HSA Hill Crest Corporation each permit the corporation to indemnify its directors, officers, employees and agents to the fullest extent permitted by the laws of the State of Alabama.

***H.C. Partnership is registered under the laws of Alabama***

Section 10A-8A-1.05(b) of the Alabama Partnership Law provides that a partnership may indemnify and hold harmless a partner or other person, pay in advance or reimburse expenses incurred by a partner or other person, and purchase and maintain insurance on behalf of a partner or other person.

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Section 10A-8A-4.01(c) further provides that a partnership shall reimburse a partner for payments made and indemnify a partner for liabilities incurred by the partner in the ordinary course of the business or not for profit activity of the partnership or for the preservation of its business or not for profit activity or property.

The partnership agreement of H.C. Partnership does not provide for the indemnification of partners.

### **Arizona Registrant**

#### ***AZ Holding 4, LLC is registered under the laws of Arkansas***

Section 29-3408(B) of the Arizona Limited Liability Company Act empowers an Arizona limited liability company to indemnify and hold harmless any person from and against any and all claims against the person and any debt, obligation or other liability incurred by the person by reason of the person's former or present capacity as a member or manager if the claim, demand, debt, obligation or other liability does not arise from the person's breach of the operating agreement or Section 29-3405 (relating to limitations on distributions), 29-3407 (relating to management of a limited liability company) or 29-3409 (relating to standards of conduct for members and managers) of the Arizona Limited Liability Company Act, in each case as modified by the operating agreement.

The operating agreement of AZ Holding 4, LLC provides that to the extent permitted by law, the company will indemnify its member, manager, employee and other agent against any claims or threatened claims made or brought against them as a result of such person's role with the company.

### **Arkansas Registrant**

#### ***The Bridgeway, LLC is registered under the laws of Arizona***

Section 4-38-408(b) of the Arkansas Uniform Limited Liability Company Act empowers an Arkansas limited liability company to indemnify and hold harmless a person with respect to any claim or demand against the person and any debt, obligation, or other liability incurred by the person by reason of the person's former or present capacity as a member or manager, if the claim, demand, debt, obligation, or other liability does not arise from the person's breach of 4-38-405 (relating to limitations on distributions), 4-38-407 (relating to management of a limited liability company), or 4-38-409 (relating to standards of conduct for members and managers) of the Arkansas Uniform Limited Liability Company Act.

The operating agreement of The Bridgeway, LLC provides that to the extent permitted by law, the company will indemnify its member and each agent, partner, officer, employee, counsel and affiliate of the member or of any of its affiliates for any claim or loss incurred by them as a result of such person's role with the company.

### **California Registrants**

#### ***(a) Canyon Ridge Hospital, Inc., Del Amo Hospital, Inc., Lancaster Hospital Corporation, Temecula Valley Hospital, Inc. and Universal Health Services of Rancho Springs, Inc. are incorporated under the laws of California.***

Section 317 of the California General Corporation Law sets forth the provisions pertaining to the indemnification of corporate "agents." For purposes of this law, an agent includes any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or of another enterprise at the request of the predecessor corporation.

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Indemnification for expenses, including amounts paid on settling or otherwise disposing of a threatened or pending action or defending against the same, can be made in certain circumstances by a determination that indemnification is proper because the agent has met the applicable standard of conduct, by any of the following:

- a majority vote of a quorum of the corporation's Board of Directors consisting of directors who are not party to the proceedings;
- if such quorum is not obtainable, by independent legal counsel in a written opinion;
- approval of the shareholders, with the shares owned by the person to be indemnified not being entitled to vote thereon; or
- such court in which the proceeding is or was pending upon application by designated parties.

The law allows a corporation to make advances of expenses for certain actions upon the receipt of an undertaking that the agent will reimburse the corporation if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized. The indemnification provided by Section 317 for acts, omissions, or transactions while serving as a director or officer of the corporation, but not involving breach of duty to the corporation and its shareholders, shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw to the extent authorized by the corporation's articles of incorporation.

The articles of incorporation of Universal Health Services of Rancho Springs, Inc. provide that the liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. The articles of incorporation of Canyon Ridge Hospital, Inc., Del Amo Hospital, Inc., Temecula Valley Hospital, Inc. and Lancaster Hospital Corporation do not provide for indemnification of directors and officers.

The bylaws of Universal Health Services of Rancho Springs, Inc. do provide for indemnification of directors and officers. The bylaws of Canyon Ridge Hospital, Inc. and Del Amo Hospital, Inc. provide that to the full extent permitted by the laws of the State of California, the corporation shall indemnify a director, officer, employee or agent of the corporation against any claims or threatened claims. The bylaws of Temecula Valley Hospital, Inc. provide that to the full extent permitted by the law, the corporation shall indemnify a director, officer, employee or agent of the corporation. The bylaws of Lancaster Hospital Corporation provide that the corporation shall indemnify a director or officer against all judgments, penalties, fines, amounts paid in settlement and expenses actually incurred, provided that such person conducted himself in good faith, his conduct was in the corporation's best interests and in the case of any criminal proceeding, had no reasonable cause to believe that his conduct was unlawful.

***(b) Keystone NPS LLC and Riverside Medical Clinic Patient Services, L.L.C. are registered under the laws of California.***

Under Section 17704.08 of the California Revised Uniform Limited Liability Company Act, except for a breach of duty, a limited liability company may provide for indemnification of any manager, member, officer, employee or agent of the limited liability company, against liabilities incurred as a result of acting in that capacity. A limited liability company shall have the power to purchase and maintain insurance on behalf of any person against any liability asserted against or incurred by the person even if the operating agreement has prohibited by law from eliminating or limiting the liabilities.

The articles of organization and operating agreement of Riverside Medical Clinic Patient Services, L.L.C. do not provide for indemnification of members and managers. The operating agreement of Keystone NPS LLC provides that the companies shall indemnify its members and managers to the fullest extent permitted by law.

### **Delaware Registrants**

***(a) Ascend Health Corporation, BHC Holdings, Inc., Brentwood Acquisition-Shreveport, Inc., Calvary Center, Inc., Cedar Springs Hospital, Inc., FRN, INC., Frontline Behavioral Health, Inc., HHC Delaware,***

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*Inc., Horizon Health Corporation, Laurel Oaks Behavioral Health Center, Inc., McAllen Medical Center, Inc., Merion Building Management, Inc., Premier Behavioral Solutions of Florida, Inc., Premier Behavioral Solutions, Inc., Psychiatric Solutions, Inc., Ramsay Youth Services of Georgia, Inc., Riveredge Hospital Holdings, Inc., Springfield Hospital Inc., Stonington Behavioral Health, Inc., Texas Hospital Holdings, Inc., Two Rivers Psychiatric Hospital, Inc., UHS Children's Services, Inc., UHS of Cornerstone Holdings, Inc., UHS of Cornerstone, Inc., UHS of D.C., Inc., UHS of Delaware, Inc., UHS of Denver, Inc., UHS of Fairmount, Inc., UHS of Georgia Holdings, Inc., UHS of Georgia, Inc., UHS of Madera, Inc., UHS of Parkwood, Inc., UHS of Provo Canyon, Inc., UHS of Puerto Rico, Inc., UHS of Spring Mountain, Inc., UHS of Texoma, Inc., UHS of Timpanogos, Inc., UHS of Wyoming, Inc., UHS Sahara, Inc., UHS-Corona, Inc., Universal Health Services of Palmdale, Inc., Universal Health Services, Inc., Windmoor Healthcare of Pinellas Park, Inc. and Wisconsin Avenue Psychiatric Center, Inc. are incorporated under the laws of Delaware.*

Section 145(a) of the General Corporation Law of the State of Delaware (the "DGCL") grants each corporation organized thereunder the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

Section 145(b) of the DGCL grants each corporation organized thereunder the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made pursuant to Section 145(b) of the DGCL 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 person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court may deem proper.

Section 145(c) of the DGCL provides that to the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 145(a) and (b) of the DGCL, as described in the preceding paragraphs, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 145(g) of the DGCL provides, in general, that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation against any liability asserted against the person in any such capacity, or arising out of the person's status as such, regardless of whether the corporation would have the power to indemnify the person against such liability under the provisions of the DGCL.

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Section 102(b)(7) of the DGCL enables a corporation in its certificate of incorporation or an amendment thereto to eliminate or limit the personal liability of a director to the corporation or its stockholders of monetary damages for violations of the directors' fiduciary duty of care, except (i) for any breach of the directors' duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL (providing for director liability in the event of unlawful payment of dividends or unlawful stock purchases or redemptions); (iv) for any transaction from which a director derived an improper personal benefit; or (v) an officer in any action by or in the right of the corporation.

The certificate of incorporation of each of the above-referenced Delaware corporation registrants provides for indemnification of officers and directors to the fullest extent permitted by Delaware law, except that the certificates of incorporation of Merion Building Management, Inc., Two Rivers Psychiatric Hospital, Inc., UHS of D.C., Inc., UHS of Madera, Inc., UHS of Puerto Rico and UHS-Corona, Inc. do not provide for indemnification of directors and officers.

The bylaws of each of the above-referenced Delaware corporation registrants provide that, to the full extent permitted by the laws of the State of Delaware, the corporation shall indemnify any person made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that such person is or was a director, officer, employee or agent of the corporation.

*(b) Atlantic Shores Hospital, LLC, Behavioral Health Management, LLC, Behavioral Health Realty, LLC, Behavioral Healthcare LLC, BHC Mesilla Valley Hospital, LLC, BHC Northwest Psychiatric Hospital, LLC, CAT Realty, LLC, CAT Seattle, LLC, Coral Shores Behavioral Health, LLC, Cumberland Hospital Partners, LLC, DHP 2131 K St, LLC, Diamond Grove Center, LLC, DVH Hospital Alliance LLC, Emerald Coast Behavioral Hospital, LLC, Frontline Hospital, LLC, Frontline Residential Treatment Center, LLC, HHC Pennsylvania, LLC, Horizon Health Hospital Services, LLC, Independence Physician Management, LLC, Keystone/CCS Partners LLC, KMI Acquisition, LLC, Lebanon Hospital Partners, LLC, Liberty Point Behavioral Healthcare, LLC, Ocala Behavioral Health, LLC, Palmetto Behavioral Health Holdings, LLC, Pasteur Healthcare Properties, LLC, Pendleton Methodist Hospital, L.L.C., Psychiatric Realty, LLC, Psychiatric Solutions Hospitals, LLC, Ramsay Managed Care, LLC, RR Recovery LLC, Shadow Mountain Behavioral Health System, LLC, TBD Acquisition II, LLC, TBD Acquisition, LLC, TBJ Behavioral Center, LLC, Toledo Holding Co., LLC, UBH of Oregon, LLC, UBH of Phoenix Realty, LLC, UBH of Phoenix, LLC, UHS Funding, LLC, UHS Kentucky Holdings, L.L.C., UHS Midwest Behavioral Health, LLC, UHS of Benton, LLC, UHS of Bowling Green, LLC, UHS of Centennial Peaks, L.L.C., UHS of Dover, L.L.C., UHS of Doylestown, L.L.C., UHS of Greenville, LLC, UHS of Lakeside, LLC, UHS of Phoenix, LLC, UHS of Ridge, LLC, UHS of Rockford, LLC, UHS of Salt Lake City, L.L.C., UHS of Savannah, L.L.C., UHS of Springwoods, L.L.C., UHS of Summitridge, L.L.C., UHS of Tucson, LLC, UHS Sub III, LLC, University Behavioral Health Of El Paso, LLC, Valle Vista, LLC, UHS Capitol Acquisition, LLC and Valley Health System LLC, Wekiva Springs Center, LLC are registered under the laws of Delaware.*

Section 18-108 of the Delaware Limited Liability Company Act empowers a Delaware limited liability company to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever, subject to any restrictions set forth its limited liability company agreement.

The operating agreements of each of the Delaware limited liability company registrants provide that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of the member or of any of its affiliates, unless as a result of such person's self-dealing, willful misconduct or reckless misconduct or arising out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

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*(c) Beach 77 LP, Fort Duncan Medical Center, L.P., Hickory Trail Hospital, L.P., Manatee Memorial Hospital, L.P., McAllen Hospitals, L.P., UHP LP, UHS of Anchor, L.P., UHS of Laurel Heights, L.P. and UHS of Peachford, L.P. are registered under the laws of Delaware.*

Section 15-110 of the Delaware Revised Uniform Limited Partnership Act permits a limited partnership to indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever, subject to any restrictions in the limited partnership agreement.

The limited partnership agreement of each of the above-referenced Delaware limited partnership registrants provides that such partnership shall indemnify its general partner for any act performed within the general partners' authority, only if the general partner acted in good faith and in the best interest of the limited partnership and the partners, and provided that the claims giving rise to indemnification were not the result of willful misconduct or gross negligence on the part of such general partner.

### **District of Columbia**

*District Hospital Partners, L.P. is organized under the laws of the District of Columbia.*

Section 29-704.06(c) of the Uniform Limited Partnership Act of 2010 provides that a limited partnership shall reimburse a general partner for payments made and indemnify a general partner for liabilities incurred by the general partner in the ordinary course of the activities of the partnership or for the preservation of its activities or property.

Section 29-704.09(b) further provides that a limited partnership shall indemnify and hold harmless a person with respect to any claim or demand against the person and any debt, obligation, or other liability incurred by the person by reason of the person's former or present capacity as a general partner, if the claim, demand, debt, obligation, or other liability does not arise from the person's breach of Section 29-704.06 (relating to the management rights of a general partner), Section 29-704.08 (relating to the general standards of a general partner's conduct), or Section 29-705.09 (relating to liability for improper distributions).

Section 29-704.09(c) provides that, in the ordinary course of its activities and affairs, a limited partnership may advance reasonable expenses, including attorney's fees and costs, incurred by a person in connection with a claim or demand against the person by reason of the person's former or present capacity as a general partner, if the person promises to repay the partnership if the person ultimately is determined not to be entitled to be indemnified under Section 29-704.09(b).

Under Section 29-704.09(d), a limited partnership may purchase and maintain insurance on behalf of a general partner against liability asserted against or incurred by the general partner in that capacity or arising from that status even if, under the provisions of the Uniform Limited Partnership Act, the partnership agreement could not eliminate or limit the person's liability to the partnership for the conduct giving rise to the liability.

The limited partnership agreement of the District of Columbia Registrant provides that the partnership shall indemnify its general partner, direct and indirect owners, managers, members, shareholders, partners, directors, officers, employees, advisors, assigns, agents and Affiliates against any claims that such individuals are directly or indirectly subject to in connection with their role with the limited partnership, except to the extent that (a) such person was grossly negligent, engaged in willful malfeasance, committed fraud or violated material a material provision of applicable securities laws; or (b) the claims arise solely between such persons.

### **Florida Registrants**

*(a) Fort Lauderdale Hospital, Inc., Gulf Coast Treatment Center, Inc. and Windmoor Healthcare Inc. are incorporated under the laws of Florida.*

Section 607.0831 of the Florida Business Corporation Act provides, among other things, that a director is not personally liable for monetary damages to a company or any other person for any statement, vote, decision,



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or failure to act, by the director, regarding corporate management or policy, unless the director breached or failed to perform his or her duties as a director and such breach or failure constitutes (a) a violation of criminal law, unless the director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful; (b) a transaction from which the director derived an improper personal benefit; (c) a circumstance under which the liability provisions of Section 607.0834 of the Florida Business Corporation Act (relating to the liability of the directors for unlawful distributions) are applicable; (d) willful misconduct or a conscious disregard for the best interest of the company in the case of a proceeding by or in the right of the company to procure a judgment in its favor or by or in the right of a stockholders; or (e) recklessness or an act or omission in bad faith or with malicious purpose or with wanton and willful disregard of human rights, safety or property, in a proceeding by or in the right of someone other than such company or a stockholder.

Section 607.0851 of the Florida Business Corporation Act authorizes, among other things, a company to indemnify any person who was or is a party to any proceeding (other than an action by or in the right of the company) by reason of the fact that he is or was a director, officer, employee or agent of the company against liability incurred in connection with such proceedings, if he or she acted in good faith and in a manner reasonably believed to be in the best interests of the company and, with respect to criminal proceedings, had no reasonable cause to believe his or her conduct was unlawful.

Section 607.0852 of the Florida Business Corporation Act requires that a director or officer be indemnified for actual and reasonable expenses (including attorneys' fees) to the extent that he or she has been successful on the merits or otherwise in the defense of any proceeding. Section 607.0853 of the Florida Business Corporation Act also allows expenses of defending a proceeding to be advanced by a company before the final disposition of the proceedings, provided that the officer or director undertakes to repay such advance if it is ultimately determined that indemnification is not permitted.

The Florida Business Corporation Act states that the indemnification pursuant to Sections 607.0851 and 607.0852 and advancement of expenses provided pursuant to Section 607.0853 are not exclusive and that indemnification may be provided by a company pursuant to other means, including agreements or bylaw provisions.

The articles of incorporation of Windmoor Healthcare Inc. and Gulf Coast Treatment Center, Inc. do provide for indemnification of directors and officers. The articles of incorporation of Fort Lauderdale Hospital, Inc. permit the corporation to indemnify its directors and officers. The bylaws of each of the Florida corporation registrants provide that, to the full extent permitted by the laws of the State of Florida, the corporation shall indemnify any person made or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that such person is or was a director, officer, employee or agent of the corporation.

***(b) La Amistad Residential Treatment Center, LLC, Palm Point Behavioral Health, LLC, Samson Properties, LLC, Schick Shadel of Florida, LLC, SP Behavioral, LLC, The National Deaf Academy, LLC, University Behavioral, LLC, Wellington Regional Medical Center, LLC and Zeus Endeavors, LLC are organized under the laws of Florida.***

Section 605.04093 of the Florida Revised Limited Liability Company Act provides, among other things, that a manager in a manager-managed limited liability company or a member in a member-managed limited liability company is not personally liable for monetary damages to a company, its members or any other person for any statement, vote, decision, or failure to act, by the manager or member, regarding company management or policy decisions, unless the manager or member breached or failed to perform his, her or its duties as a manager in a manager-managed limited liability company or a member in a member-managed limited liability company and such breach or failure constitutes (a) a violation of criminal law, unless the manager or member had reasonable cause to believe his, her or its conduct was lawful or had no reasonable cause to believe his, her or its conduct was unlawful; (b) a transaction from which the manager or member derived an improper personal benefit; (c) a

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distribution in violation of the provisions of Section 605.0406 of the Florida Revised Limited Liability Company Act (relating to the liability of the manager or member for improper distributions); (d) willful misconduct or a conscious disregard for the best interest of the company in the case of a proceeding by or in the right of the company to procure a judgment in its favor or by or in the right of a member; or (e) recklessness or an act or omission in bad faith or with malicious purpose or with wanton and willful disregard of human rights, safety or property, in a proceeding by or in the right of someone other than such company or a member.

Section 605.0408(2) of the Florida Revised Limited Liability Company Act authorizes, among other things, a company to indemnify a person with respect to a claim or demand against the person and a debt, obligation, or other liability incurred by the person in his, her or its former or present capacity as a member or manager of the company if the claim, demand, debt, obligation, or other liability does not arise from the person's breach of the following Sections of the Florida Revised Limited Liability Company Act: Section 605.0405 (relating to limitations on distributions), Section 605.0407 (relating to management of the company), Section 605.04071 (relating to delegation of rights and power to manage the company), Section 605.04072 (relating to selection and terms of managers in manager-managed companies), Section 605.04073 (relating to voting rights of members and managers), Section 605.04074 (relating to agency rights of members and managers), or Section 605.04091 (relating to standards of conduct for members and managers).

Section 605.0408(3) of the Florida Revised Limited Liability Company Act further provides that, in the ordinary course of its activities and affairs, a limited liability company may advance reasonable expenses, including attorney fees and costs, incurred by a person in connection with a claim or demand against the person by reason of such person's former or present capacity as a member or manager of the company if the person promises to repay the company in the event that the person ultimately is determined not to be entitled to be indemnified under the Florida Revised Limited Liability Company Act. A limited liability company may further purchase and maintain insurance on behalf of a member or manager of the company against liability asserted or incurred by the member or manager in that capacity arising from that status even if: (a) under Section 605.0105(3)(g) of the Florida Revised Limited Liability Company Act, the operating agreement could not eliminate or limit the person's liability to the company for the conduct giving rise to the liability; and (b) under Section 605.0105(3)(p) of the Florida Revised Limited Liability Company Act, the operating agreement could not provide for indemnification for the conduct giving rise to the liability.

Except for the operating agreements of Zeus Endeavors, LLC and The National Deaf Academy, LLC, the operating agreements of the Florida registrants referenced above provide that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates. The operating agreements of registrants Zeus Endeavors, LLC and The National Deaf Academy, LLC provide that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

### **Georgia Registrants**

#### ***(a) HHC St. Simons, Inc. and HHC Augusta, Inc. are incorporated under the laws of Georgia.***

Section 14-2-202(b)(4) of the Georgia Business Corporation Code provides that a corporation's articles of incorporation may include a provision that eliminates or limits the liability of directors for monetary damages to a corporation or its shareholders for any action taken, or failure to take any action, as a director. The section does not, however, authorize a corporation to eliminate or limit the liability of a director for appropriating, in violation of his or her duties, any business opportunity of the corporation, for acts or omissions which involve intentional misconduct or a knowing violation of law, for any transaction from which the director received an improper personal benefit, or authorizing a dividend, stock repurchase or redemption, distribution of assets or other distribution in violation of Section 14-2-640 of the Georgia Business Corporation Code if it is established that the

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director did not perform his or her duties in compliance with Section 14-2-830 of the Georgia Business Corporation Code, which sets forth general standards for directors. Section 14-2-202(b)(4) also does not eliminate or limit the right of a corporation or any shareholder to seek an injunction, a rescission or any other equitable (non-monetary) relief for any action taken or not taken by a director. In addition, Section 14-2-202(b)(4) applies only to claims against a director arising out of his or her role as a director and does not relieve a director from liability arising from his or her role as an officer or in any other capacity.

Sections 14-2-852 and 14-2-857 of the Georgia Business Corporation Code provide that any director or officer who is wholly successful in the defense of any proceeding to which he or she was a party because he or she was an officer or a director of the corporation is entitled to indemnification against reasonable expenses as of right. On the other hand, if the charges made in any action are sustained, the determination of whether the required standard of conduct has been met will be made, in accordance with the provisions of Georgia Business Corporation Code Section 14-2-855, by either the board of directors or a committee thereof, acting by disinterested members, by special legal counsel or by the shareholders, but shares owned by or voted under the control of directors seeking indemnification may not be voted.

The articles of incorporation of each of the Georgia corporation registrants do not provide for indemnification of directors and officers. The bylaws of each of the Georgia corporation registrants provide that to the full extent permitted by the laws of the State of Georgia, the corporation shall indemnify directors, officers, employees or agents of the corporation.

### ***(b) Turning Point Care Center, LLC is registered under the laws of Georgia.***

Section 14-11-306 of the Georgia Code provides that a limited liability company may indemnify a member, manager or other person against liability incurred in connection with the limited liability company subject to any standards or restrictions set forth in the articles of organization or operating agreement. Under Section 14-11-305 of the Code, unless the member or manager is aware of information which would cause any reliance to be unwarranted, he or she is entitled to rely upon information prepared or presented by other members, managers, committees and employees of the limited liability company and legal counsel, public accountants or other professionals or experts.

However, Georgia law does not permit indemnification if the member or manager has engaged in any intentional misconduct or a knowing violation of law or was involved in any transaction in which the member or manager received a personal benefit as a result of his or her breach of any provision in the operating agreement.

The operating agreement of Turning Point Care Center, LLC provides that to the fullest extent permitted by law, the company will indemnify its member and each agent, partner, officer, employee, counsel and affiliate of the member or of any of its affiliates for any claim or loss made or brought against them as a result of such person's role with the company.

## **Illinois Registrants**

### ***(a) UHS of Hartgrove, Inc. is incorporated under the laws of Illinois.***

Section 8.75 of the Business Corporation Act of 1983 of the State of Illinois (the "Illinois Statute") provides that an Illinois corporation may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such

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person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 8.75 further provides that a corporation similarly may indemnify any such person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, provided that no indemnification shall be made with respect to any claim, issue, or matter as to which such person has been adjudged to have been liable to the corporation, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper. Where a present or former director, officer or employee of a corporation is successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to above, the Corporation must indemnify such person against expenses (including attorneys' fees) actually and reasonably incurred by such person.

Section 8.75 of the Illinois Statute further authorizes an Illinois corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liability under the Illinois Statute.

The articles of incorporation and bylaws of UHS of Hartgrove, Inc. do not provide for indemnification of directors and officers.

### ***(b) Garfield Park Hospital, LLC is registered under the laws of Illinois.***

Section 15-7(a) of the Illinois Limited Liability Company Act provides that an Illinois limited liability company shall reimburse its members and managers for payments made, and shall indemnify its members and managers for liabilities incurred, by such member or manager in the ordinary course of the business of the limited liability company.

The operating agreement of Garfield Park Hospital, LLC provides, to the full extent permitted by the laws of the State of Illinois, that the company shall indemnify its member, employees, legal representatives of its member from any and all claims and expenses incurred as a result of such person's role with the company.

## **Indiana Registrants**

### ***(a) HHC Indiana, Inc. is incorporated under the laws of Indiana***

Section 23-1-37-8 of the Indiana Business Corporation Law ("IBCL") provides that a corporation may indemnify an individual made party to a proceeding because the individual is or was a director against liability incurred if (i) the individual's conduct was in good faith; (ii) the individual reasonably believed, in the case of conduct in the individual's official capacity with the corporation, that the individual's conduct was in the corporation's best interests or otherwise was at least not opposed to its best interests; and (iii) in the case of any criminal proceeding, the individual either had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe it was unlawful.

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Section 23-1-37-9 of the IBCL further provides that, unless limited by its articles of incorporation, a corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

Under Section 23-1-37-12 of the IBCL, indemnification for expenses, including amounts paid on settling or otherwise disposing of a threatened or pending action or defending against the same, can be made in certain circumstances by a determination that indemnification is proper because the agent has met the applicable standard of conduct, by any of the following:

- a majority vote of a quorum of the corporation's Board of Directors consisting of directors who are not party to the proceedings;
- if such quorum is not obtainable, by majority vote of a duly designated committee consisting of two or more directors who are not party to the proceedings;
- by independent legal counsel; or
- approval of the shareholders, with the shares owned by the person to be indemnified not being entitled to vote thereon.

The articles of incorporation of HHC Indiana, Inc. do not provide for indemnification of directors and officers. The bylaws of HHC Indiana, Inc. provide, that to the full extent permitted by the laws of the State of Indiana, the corporation shall indemnify a director, officer, employee or agent of the corporation against any claims or threatened claims.

### ***(b) Wellstone Regional Hospital Acquisition, LLC is registered under the laws of Indiana***

Chapter 4, Section 4(2) of the Indiana Business Flexibility Act provides that a written operating agreement may provide for indemnification of a member or manager for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was a member or manager.

The operating agreement of Wellstone Regional Hospital Acquisition, LLC provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

## **Kentucky Registrant**

### ***Ridge Outpatient Counseling, L.L.C. is registered under the laws of Kentucky.***

Section 275.180 of the Kentucky Limited Liability Company Act provides that a limited liability company's operating agreement may provide for indemnification of a member or manager for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was a member or manager. However, the Kentucky Limited Liability Company Act does not provide a statutory right for limited liability companies to indemnify members or managers.

The articles of organization of Ridge Outpatient Counseling, L.L.C. do not provide for indemnification of directors and officers. The operating agreement of Ridge Outpatient Counseling, L.L.C. provides that to the fullest extent permitted by the laws of the State of Kentucky, the company shall indemnify its member and any person who is or was an employee or agent of the company from and against any and all claims, demands and expenses incurred as a result of such person's role with the company.

## **Louisiana Registrants**

### ***(a) River Oaks, Inc. and UHS of River Parishes, Inc. are incorporated under the laws of Louisiana.***

Sections 1-850 through 1-859 of the Louisiana Business Corporation Act, or LCBA, provide, in part, that a corporation may indemnify each of its current or former directors and officers (each, an “indemnitee”) against liability (including judgments, settlements, penalties, fines, or reasonable expenses) incurred by the indemnitee in a proceeding to which the indemnitee is a party if the indemnitee acted in good faith and reasonably believed either (1) in the case of conduct in an official capacity, that the indemnitee’s conduct was in the best interests of the corporation or (2) in all other cases, that the indemnitee’s conduct was at least not opposed to the best interests of the corporation, and, with respect to any criminal proceeding, the indemnitee had no reasonable cause to believe his or her conduct was unlawful. Under the LBCA, a corporation may also advance expenses to the indemnitee provided that the indemnitee delivers (1) a written affirmation of his or her good faith belief that the relevant standard of conduct has been met or that the proceeding involves conduct for which liability has been eliminated and (2) a written undertaking to repay any funds advanced if (i) the indemnitee is not entitled to mandatory indemnification by virtue of being wholly successful, on the merits or otherwise, in the defense of any such proceeding and (ii) it is ultimately determined that the indemnitee has not met the relevant standard of conduct. In addition, a corporation has the power to obtain and maintain insurance with respect to any person who is or was acting on its behalf, regardless of whether a corporation has the legal authority to indemnify, or advance expenses to, the insured person with respect to such liability.

Under the LBCA, a corporation must indemnify any present or former director or officer of a corporation for expenses incurred in connection with the proceeding if such person was wholly successful, on the merits or otherwise, in defense of any proceeding, that he was a party to by virtue of the fact that he or she is or was a director or officer of the corporation. This mandatory indemnification requirement does not limit our right to permissibly indemnify a director or officer with respect to expenses of a partially successful defense of any proceeding.

The articles of incorporation of each of the Louisiana corporation registrants do not provide for indemnification of directors and officers. The bylaws of each of the Louisiana corporation registrants provide that to the fullest extent permitted by the laws of the State of Louisiana, the corporation shall indemnify directors, officers, employees or agents of the corporation.

### ***(b) UHS of New Orleans, LLC is registered under the laws of Louisiana.***

Section 12:1315 of the Louisiana Limited Liability Company Act permits a limited liability company, in its articles of organization or in a written operating agreement, to (a) eliminate or limit the personal liability of a member or members, if management is reserved to the members, or a manager or managers, if management is vested in one or more managers, for monetary damages for breach of any duty of diligence, care, judgment or skill; or (b) provide for indemnification of members or managers for judgements, settlements, penalties, fines or expenses incurred because he or she was a member or manager. Notwithstanding the foregoing, the liability of a member or manager shall not be limited or eliminated for the amount of a financial benefit received by a member or manager to which he is not entitled or for an intentional violation of a criminal law.

The operating agreement of UHS of New Orleans, LLC provides for indemnification of its members and managers, and employees or other agents of the company against all reasonable expenses incurred as a result of such person’s role with the company.

## **Massachusetts Registrants**

### ***The Arbour, Inc., UHS of Fuller, Inc. and UHS of Westwood Pembroke, Inc. are incorporated under the laws of Massachusetts***

Sections 8.50 et seq. of the Massachusetts Business Corporation Act authorize a court to award, or a corporation’s board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

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Section 8.30 of the Massachusetts Business Corporation Act provides that a director shall not be liable for any action taken as a director, or any failure to take any action, if such director performed the duties of the office (i) in good faith, (ii) with the care that a person in a like position would reasonably believe appropriate under similar circumstances and (iii) in a manner such director reasonably believes to be in the best interests of the corporation. Section 8.42 of the Massachusetts Business Corporation Act provides that an officer shall not be liable to the corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action as an officer if the duties of the officer are performed (i) in good faith, (ii) with the care that a person in a like position would reasonable exercise under similar circumstances and (iii) in a manner the officer reasonably believes to be in the best interests of the corporation.

The articles of incorporation of each of the Massachusetts corporation registrants do not provide for indemnification of directors and officers. Except for the bylaws of UHS of Westwood Pembroke, Inc., the bylaws of each of the Massachusetts corporation registrants provide that to the full extent permitted by the laws of the Commonwealth of Massachusetts, the corporation shall indemnify directors, officers, employees or agents of the corporation. The bylaws of UHS of Westwood Pembroke, Inc. do not provide for indemnification of directors and officers.

### **Michigan Registrants**

***CCS/Lansing, Inc., Havenwyck Hospital Inc., Michigan Psychiatric Services, Inc. and Forest View Psychiatric Hospital, Inc. are incorporated under the laws of Michigan***

Section 561 of the Business Corporation Act of the State of Michigan (the "Michigan Statute") provides that a Michigan corporation has the power to indemnify a person who was or is a party or is threatened to be made a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, other than an action by or in the right of the corporation, by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

Section 562 further provides that a corporation similarly may indemnify such person serving in any such capacity who was or is a party or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor, against expenses, including attorneys' fees, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders. The corporation is not permitted to indemnify a person for a claim, issue, or matter in which the person has been found liable to the corporation except to the extent authorized in the Michigan Statute. Where a director or officer of a corporation is successful on the merits or otherwise in defense of an action, suit, or proceeding referred to above, the corporation must indemnify him or her against actual and reasonable expenses incurred, including attorneys' fees.

Section 567 of the Michigan Statute further authorizes a Michigan corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify him or her against liability under the Michigan Statute.

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The articles of incorporation of CCS/Lansing, Inc., Michigan Psychiatric Services, Inc. and Forest View Psychiatric Hospital, Inc. do not provide for indemnification of directors and officers. The articles of incorporation of Havenwyck Hospital Inc. provide that directors, officers or employees of the corporation and the legal representatives thereof, shall be indemnified and held harmless by the corporation from and against any and all losses, costs, liabilities and expenses which may be imposed upon or which may be paid or incurred by them. The bylaws of each of the Michigan corporation registrants provide that to the full extent permitted by the laws of the State of Michigan, each corporation shall indemnify its directors, officers, employees or agents of the corporation.

### **Mississippi Registrant**

#### ***Alliance Health Center, Inc. is incorporated under the laws of Mississippi.***

Article 8, Subarticle E of the Mississippi Business Corporation Act (“MBCA”) permits Mississippi corporations to indemnify officers and directors. MBCA Section 79-4-2.02(b)(5) permits the corporation to include an obligatory indemnification for directors in its Articles of Incorporation for all acts other than: (i) distributions made in excess of standards established by Mississippi law or in the corporation’s articles of incorporation, for which Section 79-4-8.33 imposes personal liability on directors to the corporation; and (ii) circumstances where, in his performance as a director, a director has received a financial benefit to which he is not entitled, he intentionally inflicts harm on the corporation or its stockholders or he intentionally violates any criminal law. The law further permits us to advance all expenses for defense of a director in any lawsuit brought against a director in his capacity as a director. The MBCA specifically provides in Section 79-4-8.53 that such advances are allowed by Mississippi law. Such advances may be made under the MBCA only after a determination that the director met all relevant standards of conduct.

Section 79-4-8.56 of the MBCA permits a Mississippi corporation to indemnify any officer to the same extent as to a director. Indemnification of officers and directors against reasonable expenses is mandatory under Section 79-4-8.52 of the MBCA to the extent the officer or director is successful on the merits or otherwise in the defense of any action or suit against him giving rise to a claim of indemnification.

The articles of incorporation of Alliance Health Center, Inc. do not provide for indemnification of directors and officers. The bylaws of Alliance Health Center, Inc. provide that to the full extent permitted by the laws of the State of Mississippi, the corporation shall indemnify directors, officers, employees or agents of the corporation.

### **Missouri Registrant**

#### ***Great Plains Hospital, Inc. is incorporated under the laws of Missouri.***

Section 351.355(1) of the Revised Statutes of Missouri provides that a corporation may indemnify a director or officer of the corporation in any action, suit or proceeding other than an action by or in the right of the corporation, against expenses (including attorneys’ fees), judgments, fines and settlement amounts actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action, had no reasonable cause to believe his conduct was unlawful.

Section 351.355(2) provides that the corporation may indemnify any such person in any action or suit by or in the right of the corporation against expenses (including attorneys’ fees) and settlement amounts actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, except that he may not be indemnified in respect of any matter in which he has been adjudged liable for negligence or misconduct in the performance of his duty to the corporation, unless authorized by the court.



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Section 351.355(3) provides that a corporation shall indemnify any such person against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the action, suit or proceeding if he has been successful in defense of such action, suit or proceeding and if such action, suit or proceeding is one for which the corporation may indemnify him under Section 351.355(1) or (2).

Section 351.355(7) provides that a corporation shall have the power to give any further indemnity to any such person, in addition to the indemnity otherwise authorized under Section 351.355, provided such further indemnity is either (i) authorized, directed or provided for in the articles of incorporation of the corporation or any duly adopted amendment thereof or (ii) is authorized, directed or provided for in any bylaw or agreement of the corporation which has been adopted by a vote of the shareholders of the corporation, provided that no such indemnity shall indemnify any person from or on account of such person's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

The articles of incorporation of Great Plains Hospital, Inc. do not provide for indemnification of directors and officers. The bylaws of Great Plains Hospital, Inc. provide that to the full extent permitted by the laws of the State of Missouri, the corporation shall indemnify directors, officers, employees or agents of the corporation.

### **New Jersey Registrants**

#### ***Summit Oaks Hospital, Inc. and UHS of Hampton, Inc. are incorporated under the laws of New Jersey***

Section 14A: 3-5(2)-(3) of the New Jersey Business Corporation Act provides that any corporation organized for any purpose under any general or special law of this State shall have the power to indemnify a corporate agent against his expenses and liabilities in connection with any proceeding involving the corporate agent by reason of his being or having been such a corporate agent, other than a proceeding by or in the right of the corporation, if: (a) such corporate agent acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; and (b) with respect to any criminal proceeding, such corporate agent had no reasonable cause to believe his conduct was unlawful. Any corporation organized for any purpose under any general or special law of New Jersey shall have the power to indemnify a corporate agent against his expenses in connection with any proceeding by or in the right of the corporation to procure a judgment in its favor which involves the corporate agent by reason of his being or having been such corporate agent, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation.

The certificate of incorporation of Summit Oaks Hospital, Inc. does not provide for indemnification of directors and officers. The bylaws of Summit Oaks Hospital, Inc. provide that to the full extent permitted by the laws of the State of New Jersey, the corporation shall indemnify its directors, officers, employees or agents of the corporation. The certificate of incorporation and bylaws of UHS of Hampton, Inc. do not provide for indemnification of directors and officers.

### **Nevada Registrants**

#### ***(a) BHC Health Services of Nevada, Inc., BHC Montevista Hospital, Inc., Sparks Family Hospital, Inc., UHS Holding Company, Inc. and Valley Hospital Medical Center, Inc. are incorporated under the laws of Nevada.***

Section 78.7502 of the Nevada Revised Statutes ("NRS") allows directors and officers to be indemnified against liabilities they may incur while serving in such capacities. Under the applicable statutory provisions, the corporation may indemnify its directors or officers who were or are a party or are 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 they are or were directors or officers of the corporation, or are or were serving at the request of the corporation as directors or officers of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in

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settlement, actually and reasonably incurred by them in connection with the action, suit, or proceeding, unless it is ultimately determined by a court of competent jurisdiction that they breached their fiduciary duties by intentional misconduct, fraud, or a knowing violation of law or did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. Any discretionary indemnification may only be made upon a determination by (a) the stockholders; (b) the board of directors, other than any directors party to the proceedings; or (c) if a quorum of directors cannot be obtained, independent legal counsel in a written opinion.

In addition, Section 78.751 mandates that the corporation indemnify its directors and officers who have been successful on the merits or otherwise in defense of any action, suit, or proceeding against expenses, including attorneys' fees, actually and reasonably incurred by them in connection with the defense. The corporation will advance expenses incurred by directors or officers in defending any such action, suit, or proceeding upon receipt of written confirmation from such officers or directors that they have met certain standards of conduct and an undertaking by or on behalf of such officers or directors to repay such advances if it is ultimately determined that they are not entitled to indemnification by the corporation.

The articles of incorporation of Sparks Family Hospital, Inc., UHS Holding Company, Inc. and Valley Hospital Medical Center, Inc. do not provide for indemnification of directors and officers. The charters of BHC Health Services of Nevada, Inc. and BHC Montevista Hospital, Inc. provide that the corporation shall indemnify its director or officer to the fullest extent permitted by law, however the corporation shall not indemnify or advance expenses to any director (1) in any proceeding by the corporation against the person; (2) the officer or director has not met the standard of conduct required under Section 78.751 of the General Corporation Law of Nevada; or (3) any unlawful distributions under Section 78.300 of the General Corporation Law of Nevada; or (4) if the officer or director failed to act in good faith.

The bylaws of each of the Nevada corporation registrants provide that to the full extent permitted by the laws of the State of Nevada the corporation shall indemnify directors, officers, employees or agents of the corporation.

***(b) UHSL, L.L.C. and UHSD, L.L.C. are registered under the laws of Nevada.***

Section 86.411 of the NRS permits a limited liability company to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (except an action by or in the right of the limited liability company), by reason of being or having been a manager or member of the limited liability company. As with corporations, indemnification may include attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person to be indemnified.

Section 86.421 of the NRS permits a limited liability company to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the limited liability company to procure a judgment in its favor by reason of being or having been a manager or member of the limited liability company except that indemnification may not be made for any claim, issue or matter as to which such a person has been finally adjudged by a court of competent jurisdiction to be liable to the limited liability company or for amounts paid in settlement to the limited liability company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that, in view of all the circumstances, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

In either case, however, to be entitled to indemnification, the person to be indemnified must have acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the limited liability company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

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Section 86.431 of the NRS also provides that to the extent a manager or member of a limited liability company has been successful on the merits or otherwise in defense of any such action, he or she must be indemnified by the limited liability company against expenses, including attorneys' fees actually and reasonably incurred in connection with the defense.

Section 86.441 of the NRS permits a limited liability company, in its articles of organization, operating agreement or other agreement, to provide for the payment of expenses incurred by members or managers in defending any civil or criminal action, suit or proceeding as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking to repay the amount if it is ultimately determined by a court of competent jurisdiction that the person is not entitled to indemnification.

Section 86.461 of the NRS permits a limited liability company to purchase and maintain insurance or make other financial arrangements on behalf of the limited liability company's managers or members for any liability and expenses incurred by them in their capacities as managers or members or arising out of their status as such, whether or not the limited liability company has the authority to indemnify him, her or them against such liability and expenses.

The operating agreements of UHSL, L.L.C. and UHSD, LLC provide that the company will indemnify its members and managers against all reasonable expense incurred by them in defending claims or suits, irrespective of the time of the occurrence of the claims or causes of action in such suits, made or brought against them as members or managers of the company, and against all liability in such suits, except in such cases as involve gross negligence or willful misconduct in the performance of the members or managers' duties.

### **North Carolina**

#### ***(a) Brynn Marr Hospital, Inc. is incorporated under the laws of North Carolina***

Section 55-8-51 of the North Carolina Business Corporation Act ("NCBCA") provides that a corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if: (1) he conducted himself in good faith; (2) he reasonably believed (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests and (ii) in all other cases, that his conduct was at least not opposed to its best interests; and (3) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A corporation may not indemnify a director (i) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation or (ii) in connection with any proceeding charging improper benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

Section 55-8-57 of the NCBCA permits a corporation, in its articles of incorporation or bylaws or by contract or resolution, to indemnify, or agree to indemnify, its directors, officers, employees or agents against liability and expenses (including attorneys' fees) in any proceeding (including proceedings brought by or on behalf of the corporation) arising out of their status as such or their activities in such capacities, except for any liabilities or expenses incurred on account of activities that were, at the time taken, known or believed by the person to be clearly in conflict with the best interests of the corporation. Section 55-8-57 of the NCBCA also authorizes a corporation to purchase and maintain insurance on behalf of an individual who was or is a director, officer, employee or agent of the corporation against certain liabilities incurred by such a person, whether or not the corporation is otherwise authorized by the NCBCA to indemnify that person. Sections 55-8-52 and 55-8-56 of the NCBCA require a corporation, unless its articles of incorporation provide otherwise, to indemnify a director or officer who has been wholly successful, on the merits or otherwise, in the defense of any proceeding to which such director or officer was made a party because he was or is a director or officer of the corporation against reasonable expenses actually incurred by the director or officer in connection with the proceeding.

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The articles of incorporation of Brynn Marr Hospital, Inc. do not provide for indemnification of directors and officers. The bylaws of Brynn Marr Hospital, Inc. provide that to the full extent permitted by the laws of the State of North Carolina, the corporation shall indemnify directors, officers, employees or agents of the corporation.

### ***(b) Keystone WSNC, L.L.C. is registered under the laws of North Carolina***

Section 57D-3-31(a) of the North Carolina Limited Liability Company Act provides a limited liability company shall indemnify a person who is wholly successful on the merits or otherwise in the defense of any proceeding to which the person was a party because the person is or was a member, a manager, or other company official if the person also is or was an interest owner at the time to which the claim relates, acting within the person's scope of authority as a manager, member, or other company official against expenses incurred by the person in connection with the proceeding.

Section 57D-3-31(b) provides that a limited liability company shall reimburse a person who is or was a member for any payment made and indemnify the person for any obligation, including any judgment, settlement, penalty, fine, or other cost, incurred or borne in the authorized conduct of the LLC's business or preservation of the LLC's business or property, whether acting in the capacity of a manager, member, or other company official if, in making the payment or incurring the obligation, the person complied with the duties and standards of conduct for officers imposed by the North Carolina Limited Liability Company Act or otherwise imposed by other applicable law or the LLC's operating agreement.

The operating agreement of Keystone WSNC, L.L.C. provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

## **North Dakota**

### ***PSJ Acquisition, LLC is registered under the laws of North Dakota***

Section 10-32.1-40 of the North Dakota Limited Liability Company Act provides that a limited liability company shall indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney's fees and disbursements, incurred by the person in connection with the proceeding if the person reasonably believed that the conduct was in the best interests of the limited liability company or not opposed to the best interests of the company and: (a) has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines; (b) acted in good faith; (c) received no improper personal benefit; (d) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and (e) reasonably believed that the conduct was in the best interests of the company.

The operating agreement of PSJ Acquisition, LLC provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

## **Ohio Registrants**

### ***(a) HHC Ohio, Inc. is incorporated under the laws of Ohio***

Section 1701.13(E)(1) and (2) of the Ohio General Corporation Code provides that a company may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any

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threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee, member, manager, or agent of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if the person had no reasonable cause to believe the person's conduct was unlawful.

No indemnification may be made (a) for any claim, issue, or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of the person's duty to the company, unless authorized by the court; or (b) for any action or suit for unlawful loans, dividends, distribution of assets.

Section 1701.13(E)(3) further provides that to the extent that a director, trustee, officer, employee, member, manager, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1701.13(E)(1) and (2), or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses, including attorney's fees, actually and reasonably incurred by the person in connection with the action, suit, or proceeding.

The articles of incorporation of HHC Ohio, Inc. do not provide for indemnification of directors and officers. The regulations of HHC Ohio, Inc. provide that the corporation shall indemnify, to the full extent permitted by the laws of the state of Ohio, any director, officer against any penalties, fines, settlements and reasonable expenses incurred by such person. The regulations of HHC Ohio, Inc. provide that the corporation shall indemnify an employee or agent of the corporation as permitted or required by common law.

### ***(b) Keystone Richland Center LLC is registered under the laws of Ohio***

Section 1706.32 of the Ohio Revised Limited Liability Company Act authorizes a limited liability company to indemnify and hold harmless a member or other person, pay in advance or reimburse expenses incurred by a member or other person, and purchase and maintain insurance on behalf of a member or other person.

Section 1706.26 provides that a person who is a member of a limited liability company is not liable, solely by reason of being a member, for a debt, obligation, or liability of the limited liability company or a series thereof, whether arising in contract, tort, or otherwise; or for the acts or omissions of any other member, agent, or employee of the limited liability company or a series thereof.

The operating agreement of Keystone Richland Center, LLC provides that to the fullest extent permitted by law, the company will indemnify its member and manager.

## **Oklahoma Registrants**

### ***UHS of Oklahoma, LLC and UHS Oklahoma City LLC are registered under the laws of Oklahoma***

Under Section 18-2017 of the Oklahoma Limited Liability Company Act (the "OKLLCA"), a limited liability company may (a) limit or eliminate the personal liability of a manager for monetary damages for breach of any duty under the OKLLCA or (b) provide for indemnification of a manager for judgments, settlements, penalties, fines or expenses incurred in any proceeding because such manager is or was a manager of the limited liability company, except, in either case, for any breach of a manager's duty of loyalty or any acts or omissions not in good faith or that involve intentional misconduct, a knowing violation of law, or any transaction from which the manager derived an improper personal benefit.

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The operating agreement of UHS of Oklahoma, LLC provides that to the full extent permitted by the law, the company shall indemnify its directors, officers, employees or agents of the corporation. The operating agreement of UHS Oklahoma City LLC provides that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

### **Pennsylvania Registrants**

#### ***(a) Pennsylvania Clinical Schools, Inc. and UHS of Pennsylvania, Inc. are incorporated under the laws of Pennsylvania***

Sections 1741 through 1750 of the Pennsylvania Business Corporation Law of 1988, as amended, permits, and in some cases requires, indemnification of officers, directors and employees of the Company.

The articles of incorporation and bylaws of UHS of Pennsylvania, Inc. do not provide for indemnification of directors and officers of the corporation. The articles of incorporation and the bylaws of Pennsylvania Clinical Schools, Inc. provide that to the full extent permitted by the laws of the State of Pennsylvania, the corporation shall indemnify its directors, officers, employees or agents of the corporation.

#### ***(b) Gulph Mills Associates, LLC and UHS of Lancaster, LLC are registered under the laws of Pennsylvania***

Section 8815(c)(10) of the Pennsylvania Uniform Limited Liability Company Act of 2016 provides that a limited liability company's operating agreement may not provide indemnification or exoneration in violation of the limitations in Sections 8848(g) (relating to reimbursement, indemnification, advancement and insurance), 8849.1(j) (relating to standards of conduct for members) or 8849.2(h) (relating to standards of conduct for managers).

Section 8848(a) provides that a limited liability company shall reimburse a member of a member-managed company or manager of a manager-managed company for any payment made by the member or in the course of the member's or manager's activities on behalf of the company, if the member or manager complied with the applicable provisions of sections 8847 (relating to the management of limited liability company), 8849.1 (relating to standards of conduct for members) and 8849.2 (relating to standards of conduct for managers) in making the payment.

Section 8848(b) provides that a limited liability company shall indemnify and hold harmless a person with respect to any claim or demand against the person and any debt, obligation or other liability incurred by the person by reason of the person's former or present capacity as a member or manager, if the claim does not arise from the person's breach of section 8845 (relating to limitations on distributions), 8847, 8849.1 or 8849.2. Under Section 8848(c), a corporation may also advance expenses to a director or officer incurred by such person in connection with a claim or demand against the person by reason of the person's former or present capacity as a member or manager, if the person promises to repay the company if the person ultimately is determined not to be entitled to be indemnified.

Section 8848(g) provides that no indemnification may be made where the act giving rise to the claim for indemnification is determined by a court to constitute recklessness, willful misconduct or a knowing violation of law.

The operating agreement of Gulph Mills Associates, LLC provides that to the extent permitted by law, the company will indemnify its member and manager against any expenses paid or reasonably incurred in connection with any claims or threatened claims incurred as a result of such person's role with the company. The operating

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agreement of UHS of Lancaster, LLC provides that to the fullest extent permitted by law, the company will indemnify its member and manager, employee, or other agent for any and all claims incurred as a result of such person acting in their capacity with the company.

### **South Carolina Registrants**

#### ***(a) ABS LINCS SC, Inc. and HHC South Carolina, Inc. are incorporated under the laws of South Carolina.***

Under Section 33-8-510 of the South Carolina Business Corporation Act of 1988, a corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if: (1) he conducted himself in good faith; and (2) he reasonably believed: (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interest; and (ii) in all other cases, that his conduct was at least not opposed to its best interest; and (3) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

The articles of incorporation of each of the South Carolina corporation registrants do not provide for indemnification of directors and officers. The bylaws of each of the South Carolina corporation registrants provide that to the full extent permitted by the laws of the State of South Carolina, the corporation shall indemnify directors, officers, employees or agents of the corporation.

#### ***(b) Aiken Regional Medical Centers, LLC, Palmetto Behavioral Health System, L.L.C., Palmetto Lowcountry Behavioral Health, L.L.C., Three Rivers Behavioral Health, LLC and Three Rivers Healthcare Group, LLC are registered under the laws of South Carolina.***

Under Section 33-44-403 of the Uniform Limited Liability Company Act of 1996, a limited liability company shall reimburse a member or manager for payments made and indemnify a member or manager for liabilities incurred by the member or manager in the ordinary course of the business of the company or for the preservation of its business or property.

The operating agreements of each of the South Carolina limited liability company registrants provide that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

### **Tennessee Registrants**

#### ***(a) BHC Alhambra Hospital, Inc., BHC Belmont Pines Hospital, Inc., BHC Fairfax Hospital, Inc., BHC Fox Run Hospital, Inc., BHC Fremont Hospital, Inc., BHC Heritage Oaks Hospital, Inc., BHC Intermountain Hospital, Inc., BHC Sierra Vista Hospital, Inc., BHC Streamwood Hospital, Inc., Brentwood Acquisition, Inc., Children's Comprehensive Services, Inc., North Spring Behavioral Healthcare, Inc., Oak Plains Academy of Tennessee, Inc., Park Healthcare Company, Psychiatric Solutions of Virginia, Inc., Southeastern Hospital Corporation and United Healthcare of Hardin, Inc. are incorporated under the laws of Tennessee.***

The Tennessee Business Corporation Act ("TBCA") sets forth in Sections 48-18-501 through 48-18-509 the circumstances governing the indemnification of directors and officers of a corporation against liability incurred in the course of their official capacities. Section 48-18-502 of the TBCA provides that a corporation may indemnify any director against liability incurred in connection with a proceeding if (i) the director acted in good faith, (ii) the director reasonably believed, in the case of conduct in his or her official capacity with the corporation, that such conduct was in the corporation's best interest, or, in all other cases, that his or her conduct was not opposed to the best interests of the corporation and (iii) in connection with any

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criminal proceeding, the director had no reasonable cause to believe that his or her conduct was unlawful. In actions brought by or in the right of the corporation, however, the TBCA provides that no indemnification may be made if the director or officer is adjudged to be liable to the corporation. Similarly, the TBCA prohibits indemnification in connection with any proceeding charging improper personal benefit to a director, if such director is adjudged liable on the basis that a personal benefit was improperly received.

In cases where the director is wholly successful, on the merits or otherwise, in the defense of any proceeding instigated because of his or her status as a director of a corporation, Section 48-18-503 of the TBCA mandates that a corporation indemnify the director against reasonable expenses incurred in the proceeding unless limited by its charter. Notwithstanding the foregoing, Section 48-18-505 of the TBCA provides that a court of competent jurisdiction, upon application, may order that a director or officer be indemnified for reasonable expense if, in consideration of all relevant circumstances, the court determines that such individual is fairly and reasonably entitled to indemnification, whether or not the standard of conduct set forth above was met. Officers who are not directors are entitled, through the provisions of Section 48-18-507 of the TBCA, to the same indemnification afforded to directors under Sections 48-18-503 and 48-18-505. Corporations are permitted to indemnify and advance expenses to an officer, employee or expert who is not a director to the extent, consistent with public policy, that may be provided in its charter, bylaws, action by its board, or contract.

Under certain circumstances, a corporation may also advance expenses to a director or officer. Section 48-18-508 of the TBCA also permits a corporation to purchase and maintain insurance on behalf of certain person against liability asserted against or incurred by the individual acting in their official capacity, whether or not the corporation would have the power to indemnify the person against the same liability under applicable law.

The articles of incorporation of Brentwood Acquisition, Inc., Children's Comprehensive Services, Inc., Oak Plains Academy of Tennessee, Inc., Park Healthcare Company, Psychiatric Solutions of Virginia, Inc. and United Healthcare of Hardin, Inc. do not provide for indemnification of directors and officers. The charters of North Spring Behavioral Healthcare, Inc., BHC Alhambra Hospital, Inc., BHC Belmont Pines Hospital, Inc., BHC Fairfax Hospital, Inc., BHC Fox Run Hospital, Inc., BHC Fremont Hospital, Inc., BHC Heritage Oaks Hospital, Inc., BHC Intermountain Hospital, Inc., BHC Pinnacle Pointe Hospital, Inc., BHC Sierra Vista Hospital, Inc., BHC Streamwood Hospital, Inc. and Southeastern Hospital Corporation provide that each Tennessee Corporation shall indemnify against liability, and advance expenses to, any present or former director or officer of such corporation to the fullest extent allowed by law, except that such corporation shall not indemnify or advance expenses to any director or officer (1) in any proceeding by the corporation against the person; or (2) if the director or officer did not act in good faith.

The bylaws of each of the Tennessee corporation registrants provide that to the full extent permitted by the laws of the State of Tennessee, the corporation shall indemnify directors, officers, employees or agents of the corporation.

***(b) BHC Pinnacle Pointe Hospital, LLC, BHC Properties, LLC, Columbus Hospital Partners, LLC, Holly Hill Hospital, LLC, Keys Group Holdings LLC, Keystone Continuum LLC, Keystone Education And Youth Services, LLC, Keystone Memphis, LLC, Northern Indiana Partners, LLC, Rolling Hills Hospital, LLC, Salt Lake Behavioral Health, LLC, Salt Lake Psychiatric Realty, LLC, Sunstone Behavioral Health, LLC, Tennessee Clinical Schools, LLC, Valle Vista Hospital Partners, LLC and Willow Springs, LLC (together, "the Tennessee LLCs") are registered under the laws of Tennessee.***

The Tennessee Revised Limited Liability Company Act ("TLLCA") sets forth in Sections 48-249-115(b) through 48-249-115(i) the circumstances governing the indemnification of directors, members, managers, officers, employees and agents of an LLC against liability incurred in the course of their official capacities. Section 48-249-115(b) of the TLLCA provides that an LLC may indemnify any director (for a director-managed LLC), manager (for a manager-managed LLC), or member (for a member-managed LLC) (including when such person is serving at the LLC's request as a director, manager, officer, partner, trustee, employee or agent of



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another entity) (each, a “responsible person”) against liability incurred in connection with a proceeding if (i) the person acted in good faith, (ii) the person reasonably believed, in the case of conduct in his or her official capacity with the LLC, that such conduct was in the LLC’s best interest, or, in all other cases, that his or her conduct was not opposed to the best interests of the LLC and (iii) in connection with any criminal proceeding, the responsible person had no reasonable cause to believe that his or her conduct was unlawful.

In actions brought by or in the right of the LLC, however, the TLLCA provides that no indemnification may be made if the person is adjudged to be liable to the LLC. Similarly, the TLLCA prohibits indemnification in connection with any proceeding charging improper personal benefit to a responsible person, if such responsible person is adjudged liable on the basis that a personal benefit was improperly received.

In cases where the responsible person is wholly successful, on the merits or otherwise, in the defense of any proceeding instigated because of his or her status as a responsible person, Section 48-249-115(c) of the TLLCA mandates that the LLC indemnify the responsible person against reasonable expenses incurred in the proceeding. Notwithstanding the foregoing, Section 48-249-115(e) of the TLLCA provides that a court of competent jurisdiction, upon application, may order that a responsible person be indemnified for reasonable expense if, in consideration of all relevant circumstances, the court determines that such individual is fairly and reasonably entitled to indemnification, whether or not the standard of conduct set forth above was met. Officers who are not responsible persons are entitled, through the provisions of Section 48-249-115(g) of the TLLCA, to the same degree of indemnification afforded to responsible persons under Section 48-249-115. LLC’s are permitted to indemnify and advance expenses to officers, employees, independent contractors or agents who are not responsible persons to the same extent as responsible persons.

Under certain circumstances, an LLC may also advance expenses to a responsible person. Section 48-249-115(h) of the TLLCA also permits an LLC to purchase and maintain insurance on behalf of a responsible person and certain other persons against liability asserted against or incurred by such person acting in that capacity, or arising from such person’s status with the LLC, whether or not the LLC would have the power to indemnify the person against the liability under applicable law.

The articles of organization of Keystone Memphis, LLC provide that to the fullest extent permitted by law, the company will indemnify its member and manager, and affiliate of its member and manager or of any of its affiliates for claims arising as a result of such person’s role with the company.

Except as noted below, the operating agreements of each of the Tennessee limited liability company registrants provide that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person’s self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

The articles of organization of Keystone Continuum LLC provide that to the fullest extent permitted by law, the company will indemnify its member and manager, and affiliate of its member and manager or of any of its affiliates for claims arising as a result of such person’s role with the company. The operating agreement of Keystone Continuum LLC does not provide indemnification of its members or managers.

The operating agreements of Keystone Memphis, LLC and Salt Lake Behavioral Health, LLC provide that to the fullest extent permitted by law, the company will indemnify its member and manager and advance expenses for judgments, settlements, penalties, fines or expenses incurred in any proceeding by reason of the fact that such person is or was the member or manager.

***(c) BHC of Indiana, General Partnership and Bloomington Meadows, General Partnership are registered under the laws of Tennessee.***

BHC of Indiana, General Partnership and Bloomington Meadows, General Partnership are governed under the laws of Tennessee.

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Section 61-1-401(c) of the Tennessee Revised Uniform Partnership Act provides that a partnership shall reimburse a partner for payments made and indemnify a partner for liabilities incurred by the partner in the ordinary course of the business of the partnership or for the preservation of its business or property.

The partnership agreements of BHC of Indiana, General Partnership and Bloomington Meadows, General Partnership do not provide for the indemnification of partners.

### **Texas Registrants**

***(a) Horizon Health Austin, Inc., Meridell Achievement Center, Inc., Northwest Texas Healthcare System, Inc., Temple Behavioral Healthcare Hospital, Inc. and UHS of Timberlawn, Inc. are incorporated under the laws of Texas.***

Sections 8.101 and 8.105 of the Texas Business Organizations Code (“TBOC”) permit corporations to indemnify a person who was or is a governing person, officer, employee or agent of such corporation or who serves at the corporation’s request as a representative of another enterprise, organization or employee benefit plan (an “outside enterprise”), who was, is, or is threatened to be named a respondent in a legal proceeding by virtue of such person’s position in the corporation or in an outside enterprise, but only if the person acted in good faith and reasonably believed, in the case of conduct in the person’s official capacity, that the conduct was in or, in the case of all other conduct, that the conduct was not opposed to the corporation or outside enterprise’s best interest, and, in the case of a criminal proceeding, the person had no reasonable cause to believe the conduct was unlawful. A person may be indemnified within the above limitations against judgment and expenses that are reasonable and actually incurred by the person in connection with the proceeding; however, indemnification is limited to reasonable expenses actually incurred in a proceeding in which the person is found liable to the corporation or is found to have improperly received a personal benefit and shall not be made in respect of any proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his duty to the corporation, breach of the person’s duty of loyalty owed to the corporation or an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the corporation. Indemnification pursuant to Section 8.101 of the TBOC can be made by the corporation only upon a determination made in the manner prescribed by Section 8.103 of the TBOC that indemnification is proper in the circumstances because the party seeking indemnification has met the applicable standard of conduct for such indemnification.

Section 8.051 of the TBOC requires a corporation to indemnify a governing person, former governing person or person serving an outside enterprise at the corporation’s request against reasonable expenses incurred in connection with a proceeding in which the person is a party because of the person’s corporate position, if the person was wholly successful, on the merits or otherwise, in the defense of the proceeding.

Under certain circumstances, a corporation may also advance expenses to any of the above persons. Section 8.151 of the TBOC also permits a corporation to purchase and maintain insurance or to make other arrangements on behalf of any of such persons against any liability asserted against and incurred by the person in such capacity, or arising out of the person’s status as such a person, whether or not the corporation would have the powers to indemnify the person against the liability under applicable law.

The articles of incorporation of each of the Texas corporation registrants do not provide for indemnification of directors and officers. The bylaws of each of the Texas corporation registrants provide that to the full extent permitted by the laws of the State of Texas, the corporation shall indemnify directors, officers, employees or agents.

***(b) Millwood Hospital, L.P., Neuro Institute of Austin, L.P., SHC-KPH, LP, Texas Cypress Creek Hospital, L.P., Texas Laurel Ridge Hospital, L.P., Texas Oaks Psychiatric Hospital, L.P., Texas San Marcos Treatment Center, L.P. and Texas West Oaks Hospital, L.P. are registered under the laws of Texas.***

The provisions of the TBOC that are applicable to Texas corporations, as discussed above, apply equally to Texas limited partnerships pursuant to Section 8.002(a) of the TBOC.

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Except for the limited partnership agreement of Millwood Hospital, L.P., the limited partnership agreements of the Texas registrants referenced above provide that each partnership shall indemnify its general partner, only if the general partner acted in good faith and in the best interest of the limited partnership and the partners, and provided that the claims giving rise to indemnification were not the result of willful misconduct or gross negligence on the part of such general partner. The limited partnership agreement of Millwood Hospital, L.P. provides that each partner shall indemnify the other partners from any and all claims in excess of the other partners' interests arising out of any transaction contemplated by the limited partnership agreement.

***(c) Fannin Management Services, LLC, Horizon Mental Health Management, LLC, Kingwood Pines Hospital, LLC and Mayhill Behavioral Health, LLC are registered under the laws of Texas.***

Section 101.402 of TBOC authorizes a limited liability company to indemnify a member, manager, or officer of a limited liability company or an assignee of a membership interest in the company and purchase and maintain liability insurance for such persons. Section 8.002 of the TBOC provides that the governing documents of a limited liability company may adopt provisions of this chapter or may contain other provisions, which will be enforceable relating to (i) indemnification; advancement of expenses; or insurance or another arrangement to indemnify or hold harmless a governing person.

The operating agreements of Mayhill Behavioral Health, LLC and Fannin Management Services, LLC provide that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, employee, and legal representative of its member and manager for claims and threatened claims arising as a result of such person's role with the company. The operating agreements of Horizon Mental Health Management, LLC and Kingwood Pines Hospital, LLC provide that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates.

### **Utah Registrants**

***Benchmark Behavioral Health System, Inc. and Kids Behavioral Health Of Utah, Inc. are incorporated under the laws of Utah.***

Section 16-10a-902 of the Utah Revised Business Corporation Act (the "Revised Act") provides that a corporation may indemnify any individual who was, is, or is threatened to be made a named defendant or respondent (a "Party") in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (a "Proceeding"), because he or she is or was a director of the corporation or, while a director of the corporation, is or was serving at its request as a director, officer, partner, trustee, employee, fiduciary or agent of another corporation or other person or of an employee benefit plan (an "Indemnifiable Director"), against any obligation incurred with respect to a Proceeding, including any judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees), incurred in the Proceeding if his or her conduct was in good faith, he or she reasonably believed that his or her conduct was in, or not opposed to, the best interests of the corporation, and, in the case of any criminal Proceeding, had no reasonable cause to believe such conduct was unlawful; provided, however, that (i) pursuant to Subsection 902(5), indemnification under Section 902 in connection with a Proceeding by or in the right of the corporation is limited to payment of reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding and (ii) pursuant to 902(4), the corporation may not indemnify an Indemnifiable Director in connection with a Proceeding by or in the right of the corporation in which the Indemnifiable Director was adjudged liable to the corporation, or in connection with any other Proceeding charging that the Indemnifiable Director derived an improper personal benefit, whether or not involving action in his or her official capacity, in which Proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit.

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Section 16-10a-907 of the Revised Act provides that, unless a corporation's articles of incorporation provide otherwise, an officer of the corporation is entitled to certain mandatory indemnification from the corporation, and the corporation may indemnify and advance expenses to an officer, employee, fiduciary, or agent of the corporation to the same extent as to a director and in some cases to a greater extent than a director.

The articles of incorporation of each of the Utah corporation registrants do not provide for indemnification of directors and officers. The bylaws of each of the Utah corporation registrants provide that to the full extent permitted by the laws of the State of Utah, each corporation shall indemnify its directors, officers, employees or agents.

### **Virginia Registrants**

***(a) Alternative Behavioral Services, Inc., First Hospital Corporation of Virginia Beach and Harbor Point Behavioral Health Center, Inc. are incorporated under the laws of Virginia.***

Under Sections 13.1-697 and 13.1-702 of the Virginia Stock Corporation Act, a Virginia corporation generally is authorized to indemnify its directors and officers in civil and criminal actions if they acted in good faith and believed their conduct to be in the best interests of the corporation and, in the case of criminal actions, had no reasonable cause to believe that the conduct was unlawful. Under Section 13.1-704 of the Virginia Stock Corporation Act, a Virginia corporation may make further indemnity, including indemnity with respect to a derivative proceeding, if so authorized by its articles of incorporation or a shareholder-approved bylaw or resolution, except for an indemnity against willful misconduct or knowing violation of criminal law. In addition, Section 13.1-692.1 of the Virginia Stock Corporation Act limits the liability for monetary damages of a director or officer in a shareholder or derivative proceeding. Such liability may be further limited or eliminated if so specified in a Virginia corporation's articles of incorporation or a shareholder-approved bylaw. This limitation or elimination of liability will not apply in the event of willful misconduct or a knowing violation of criminal law or any federal or state securities law.

The articles of incorporation of Alternative Behavioral Services, Inc. provide that the company may indemnify any officer or director pursuant to Virginia law. The articles of incorporation of First Hospital Corporation of Virginia Beach and Harbor Point Behavioral Health Center, Inc. do not provide for indemnification of directors and officers. The bylaws of each of the Virginia corporation registrants provide that to the full extent permitted by the laws of the State of Virginia, the corporation shall indemnify directors, officers, employees or agents of the corporation.

***(b) ABS LINC KY, LLC, Cumberland Hospital, LLC, HHC Poplar Springs, LLC, Hughes Center, LLC, Keystone Marion, LLC and Keystone Newport News, LLC are registered under the laws of Virginia.***

Subject to any restrictions set forth in its organizational documents, Section 13.1-1009(16) of the Virginia Limited Liability Company Act permits a limited liability company to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever, and to pay for or reimburse any member or manager or other person for reasonable expenses incurred by such a person who is a party to a proceeding in advance of final disposition of the proceeding.

The operating agreement of ABS Lincs Kentucky, LLC, Cumberland Hospital, LLC, HHC Poplar Springs, LLC and Hughes Center, LLC each provide that to the fullest extent permitted by law, the company will indemnify its member and manager, and each agent, partner, officer, employee, counsel and affiliate of its member and manager or of any of its affiliates, unless a claim is a result of such person's self-dealing, willful misconduct or reckless misconduct or arises out of a material breach of any agreement between such person and the company or any affiliate of its affiliates. The operating agreements of Keystone Marion, LLC and Keystone Newport News, LLC each provide that to the fullest extent permitted by law, the company will indemnify its member and manager and advance expenses for judgments, settlements, penalties, fines or expenses incurred in any proceeding by reason of the fact that such person is or was the member or manager.

**Wisconsin Registrant**

***Milwaukee Behavioral Health, LLC is registered under the laws of Wisconsin***

Section 183.0408(1) of the Wisconsin Uniform Limited Liability Company Law provides that a limited liability company shall reimburse a member of a member-managed company or the manager of a manager-managed company for any payment made by the member or manager in the course of the member's or manager's activities on behalf of the company, if the member or manager complied with ss. 183.0405 (relating to limitations on distributions), 183.0407 (relating to the management of a limited liability company), and 183.0409 (relating to standards of conduct for members and managers) in making the payment.

Section 183.0408(2) provides that a limited liability company shall indemnify and hold harmless a person with respect to any claim or demand against the person and any debt, obligation, or other liability incurred by the person by reason of the person's former or present capacity as a member or manager, if the claim, demand, debt, obligation, or other liability does not arise from the person's breach of Sections 183.0405, 183.0407, or 183.0409.

Section 183.0408(3) further provides that a limited liability company may advance reasonable expenses, including attorney fees and costs, incurred by a person in connection with a claim or demand against the person by reason of the person's former or present capacity as a member or manager, if the person promises to repay the company if the person ultimately is determined not to be entitled to be indemnified under Section 183.0408(2).

Section 183.0408(4) provides that a limited liability company may purchase and maintain insurance on behalf of a member or manager against liability asserted against or incurred by the member or manager in that capacity or arising from that status even if the company's operating agreement could not eliminate or limit the person's liability to the company for the conduct giving rise to the liability.

Section 183.0105 provides that a limited liability company's operating agreement may not relieve or exonerate a person from liability for (a) willful failure to deal fairly with the company or its members in connection with a matter in which the person has a material conflict of interest; (b) a violation of the criminal law, unless the person had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that it was unlawful; (c) a transaction from which the person derived an improper personal profit; or (d) willful misconduct.

The operating agreement of Milwaukee Behavioral Health, LLC provides that to the fullest extent permitted by law, the company will indemnify its member and manager, employee or agent, and advance expenses for judgments, settlements, penalties, fines or expenses incurred as a result of such person's role with the company.

**West Virginia Registrant**

***HHC River Park, Inc. is incorporated under the laws of West Virginia***

Part 5 of Article 8 of the West Virginia Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

Section 31D-8-831(a) of the West Virginia Business Corporation Act provides that a director of a corporation shall not be liable to the corporation or its shareholders for any decision to take or not to take action or any failure to take any action as a director unless the party asserting liability establishes that the articles of incorporation and other law do not preclude liability and the challenged conduct consisted of or was the result of (i) action not in good faith, (ii) a decision (1) which the director did not reasonably believe to be in the best interests of the corporation or (2) as to which the director was not informed to an extent the director reasonably believed appropriate in the circumstances, (iii) a lack of objectivity or independence, (iv) a sustained failure of the director to devote attention to ongoing oversight of the business and affairs of the corporation or (v) receipt of a financial benefit to which the director was not entitled.

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The articles of incorporation of HHC River Park, Inc. do not provide for indemnification of directors and officers. The bylaws of HHC River Park, Inc. provide that to the full extent permitted by the laws of the State of West Virginia, the corporation shall indemnify its directors, officers, employees or agents of the corporation.

### **Item 16. Exhibits**

<b>Exhibit No.</b>	<b>Description</b>
1.1**	Form of Debt Underwriting Agreement.
1.2**	Form of Equity Underwriting Agreement.
4.1	<a href="#"><u>Restated Certificate of Incorporation, and Amendments thereto, previously filed as Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 1997, are incorporated herein by reference (P).</u></a>
4.2	<a href="#"><u>Amendment to the Registrant's Restated Certificate of Incorporation, previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K dated July 3, 2001, is incorporated herein by reference.</u></a>
4.3	<a href="#"><u>Amended and Restated Bylaws of Registrant, previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K dated September 21, 2022, is incorporated herein by reference.</u></a>
4.4*	<a href="#"><u>Form of Indenture.</u></a>
4.5**	Form of Debt Security of Universal Health Services, Inc.
4.6	<a href="#"><u>Indenture, dated as of September 21, 2020, by and among the Company, the Subsidiary Guarantors party thereto, MUFG Union Bank, N.A., as trustee, and JPMorgan Chase Bank, N.A., as collateral agent, previously filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated September 21, 2020, is incorporated herein by reference.</u></a>
4.7	<a href="#"><u>Additional Authorized Representative Joinder Agreement, dated as of September 21, 2020, among the Company, the Subsidiary Guarantors party thereto, JPMorgan Chase Bank, N.A., as collateral agent, the Authorized Representatives specified therein and MUFG Union Bank, N.A., as trustee, as an Additional Authorized Representative, previously filed as Exhibit 4.2 to the Company's Current Report on Form 8-K dated September 21, 2020, is incorporated herein by reference.</u></a>
4.8	<a href="#"><u>Indenture, dated as of August 24, 2021, by and among the Company, the Subsidiary Guarantors party thereto, U.S. Bank National Association, as Trustee, and JPMorgan Chase Bank, N.A., as collateral agent, previously filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated August 24, 2021, is incorporated herein by reference.</u></a>
4.9	<a href="#"><u>Additional Authorized Representative Joinder Agreement, dated as of August 24, 2021, among U.S. Bank National Association, as Trustee and Additional Authorized Representative, the Company, the Subsidiary Guarantors party thereto, and JPMorgan Chase Bank, N.A., as collateral agent and administrative agent, previously filed as Exhibit 4.2 to the Company's Current Report on Form 8-K dated August 24, 2021, is incorporated herein by reference.</u></a>
4.10	<a href="#"><u>Supplemental Indenture, dated as of August 24, 2021, among the Company, the Subsidiary Guarantors party thereto, U.S. Bank National Association (as successor to MUFG Union Bank, N.A.), as trustee, and JPMorgan Chase Bank, N.A., as collateral agent, to the indenture, dated as of September 21, 2020, previously filed as Exhibit 4.3 to the Company's Current Report on Form 8-K dated August 24, 2021, is incorporated herein by reference.</u></a>
4.11	<a href="#"><u>Second Supplemental Indenture, dated as of June 23, 2022, among the Company, the Subsidiary Guarantors party thereto, U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, and JPMorgan Chase Bank, N.A., as collateral agent, to the indenture, dated as of September 21, 2020, previously filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated June 27, 2022, is incorporated herein by reference.</u></a>

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<u>Exhibit No.</u>	<u>Description</u>
4.12	<a href="#"><u>First Supplemental Indenture, dated as of June 23, 2022, among the Company, the Subsidiary Guarantors party thereto, U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, and JPMorgan Chase Bank, N.A., as collateral agent, to the indenture, dated as of August 24, 2021, previously filed as Exhibit 4.2 to the Company's Current Report on Form 8-K dated June 27, 2022, is incorporated herein by reference.</u></a>
4.13	<a href="#"><u>Second Supplemental Indenture, dated as of November 4, 2022, among the Company, the Subsidiary Guarantors party thereto, U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, and JPMorgan Chase Bank, N.A., as collateral agent, to the indenture, dated as of August 24, 2021, previously filed as Exhibit 4.2 to the Company's Quarterly Report on Form 10-Q dated November 8, 2022, is incorporated herein by reference.</u></a>
4.14	<a href="#"><u>Third Supplemental Indenture, dated as of November 4, 2022, among the Company, the Subsidiary Guarantors party thereto, U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, and JPMorgan Chase Bank, N.A., as collateral agent, to the indenture, dated as of September 21, 2020, previously filed as Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q dated November 8, 2022, is incorporated herein by reference.</u></a>
5.1*	<a href="#"><u>Opinion of Norton Rose Fulbright US LLP.</u></a>
5.2*	<a href="#"><u>Opinion of Matthew D. Klein.</u></a>
22.1*	<a href="#"><u>List of Guarantor Subsidiaries and Issuers of Guaranteed Securities and Affiliates Whose Securities Collateralize Securities of the Registrant.</u></a>
23.1*	<a href="#"><u>Consent of Norton Rose Fulbright US LLP (included in the opinion filed as Exhibit 5.1).</u></a>
23.2*	<a href="#"><u>Consent of Matthew D. Klein (included in the opinion filed as Exhibit 5.2).</u></a>
23.3*	<a href="#"><u>Consent of PricewaterhouseCoopers LLP.</u></a>
24.1*	<a href="#"><u>Powers of Attorney (included on signature page).</u></a>
25.1*	<a href="#"><u>Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 on Form T-1 of U.S. Bank Trust Company, National Association, with respect to the Debt Securities.</u></a>
107*	<a href="#"><u>Filing Fee Table.</u></a>

\* Filed herewith.

\*\* To be filed as an exhibit to a Current Report on Form 8-K or other document incorporated by reference herein or to a post-effective amendment hereto, if applicable.

### **Item 17. Undertakings.**

Each undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated

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maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*provided, however*, that paragraphs (i), (ii) and (iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;



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(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(6) That, for purposes of determining any liability under the Securities Act of 1933, each filing of Universal Health Services, Inc.'s annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(7) To file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Securities and Exchange Commission under Section 305(b)(2) of the Trust Indenture Act.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on September 16, 2024.

UNIVERSAL HEALTH SERVICES, INC., as Issuer

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Executive Vice President, Chief  
Financial Officer and Secretary

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Marc D. Miller and Steve Filton, or either of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ ALAN B. MILLER</u> <b>Alan B. Miller</b>	Executive Chairman of the Board	September 16, 2024
<u>/s/ MARC D. MILLER</u> <b>Marc D. Miller</b>	Director, President and Chief Executive Officer (Principal Executive Officer)	September 16, 2024
<u>/s/ NINA CHEN-LANGENMAYR</u> <b>Nina Chen-Langenmayr</b>	Director	September 16, 2024
<u>/s/ EILEEN C. MCDONNELL</u> <b>Eileen C. McDonnell</b>	Director	September 16, 2024
<u>/s/ WARREN J. NIMETZ</u> <b>Warren J. Nimetz</b>	Director	September 16, 2024
<u>/s/ MARIA SINGER</u> <b>Maria Singer</b>	Director	September 16, 2024
<u>/s/ ELLIOTT J. SUSSMAN M.D.</u> <b>Elliot J. Sussman M.D.</b>	Director	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Executive Vice President, Chief Financial Officer and Secretary (Principal Financial and Accounting Officer)	September 16, 2024

## SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on September 16, 2024.

UHS OF DELAWARE, INC.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Executive Vice President, Chief Financial Officer and Secretary

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Marc D. Miller and Steve Filton, or either of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ EDWARD H. SIM</u> <b>Edward H. Sim</b>	President and Director (Principal Executive Officer)	September 16, 2024
<u>/s/ MATTHEW KLEIN</u> <b>Matthew Klein</b>	Director	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President and Director (Principal Financial and Accounting Officer)	September 16, 2024

**SIGNATURES**

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on September 16, 2024.

LANCASTER HOSPITAL CORPORATION  
MERION BUILDING MANAGEMENT, INC.  
NORTHWEST TEXAS HEALTHCARE SYSTEM, INC.  
UHS HOLDING COMPANY, INC.  
UHS OF CORNERSTONE, INC.  
UHS OF CORNERSTONE HOLDINGS, INC.  
UHS OF D.C., INC.  
UHS-CORONA, INC.  
UNIVERSAL HEALTH SERVICES OF PALMDALE, INC.  
VALLEY HOSPITAL MEDICAL CENTER, INC.  
MCALLEN MEDICAL CENTER, INC.  
SPARKS FAMILY HOSPITAL, INC.  
UHS OF RIVER PARISHES, INC.  
UHS OF TEXOMA, INC.  
UNIVERSAL HEALTH SERVICES OF RANCHO  
SPRINGS, INC.  
TEMECULA VALLEY HOSPITAL, INC.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Vice President

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Marc D. Miller and Steve Filton, or either of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ EDWARD H. SIM</u> <b>EDWARD H. SIM</b>	President and Director (Principal Executive Officer)	September 16, 2024
<u>/s/ MATTHEW KLEIN</u> <b>Matthew Klein</b>	Director	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President and Director (Principal Financial and Accounting Officer)	September 16, 2024

## SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on September 16, 2024.

ABS LINCS SC, INC.  
ALLIANCE HEALTH CENTER, INC.  
ALTERNATIVE BEHAVIORAL SERVICES, INC.  
ASCEND HEALTH CORPORATION  
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 SIERRA VISTA HOSPITAL, INC.  
BHC STREAMWOOD HOSPITAL, INC.  
BRENTWOOD ACQUISITION, INC.  
BRENTWOOD ACQUISITION-SHREVEPORT, INC.  
BRYNN MARR HOSPITAL, INC.  
CALVARY CENTER, INC.  
CANYON RIDGE HOSPITAL, INC.  
CCS/LANSING, INC.  
CEDAR SPRINGS HOSPITAL, INC.  
CHILDREN'S COMPREHENSIVE SERVICES, INC.  
DEL AMO HOSPITAL, INC.  
FIRST HOSPITAL CORPORATION OF VIRGINIA  
BEACH  
FORT LAUDERDALE HOSPITAL, INC.  
FRN, INC.  
FRONTLINE BEHAVIORAL HEALTH, INC.  
GREAT PLAINS HOSPITAL, INC.  
GULF COAST TREATMENT CENTER, INC.  
HARBOR POINT BEHAVIORAL HEALTH CENTER,  
INC.  
HAVENWYCK HOSPITAL INC.  
HHC AUGUSTA, INC.  
HHC DELAWARE, INC.  
HHC INDIANA, INC.  
HHC OHIO, INC.  
HHC RIVER PARK, INC.

HHC SOUTH CAROLINA, INC.  
HHC ST. SIMONS, INC.  
HORIZON HEALTH AUSTIN, INC.  
HORIZON HEALTH CORPORATION  
HSA HILL CREST CORPORATION  
KIDS BEHAVIORAL HEALTH OF UTAH, INC.  
LAUREL OAKS BEHAVIORAL HEALTH CENTER, INC.  
MERIDELL ACHIEVEMENT CENTER, INC.  
MICHIGAN PSYCHIATRIC SERVICES, INC.  
NORTH SPRING BEHAVIORAL HEALTHCARE, INC.  
OAK PLAINS ACADEMY OF TENNESSEE, INC.  
PENNSYLVANIA CLINICAL SCHOOLS, INC.  
PREMIER BEHAVIORAL SOLUTIONS, INC.  
PREMIER BEHAVIORAL SOLUTIONS OF FLORIDA,  
INC.  
PSYCHIATRIC SOLUTIONS, INC.  
PSYCHIATRIC SOLUTIONS OF VIRGINIA, INC.  
RAMSAY YOUTH SERVICES OF GEORGIA, INC.  
RIVER OAKS, INC.  
RIVEREDGE HOSPITAL HOLDINGS, INC.  
SOUTHEASTERN HOSPITAL CORPORATION  
SPRINGFIELD HOSPITAL, INC.  
STONINGTON BEHAVIORAL HEALTH, INC.  
SUMMIT OAKS HOSPITAL, INC.  
TEMPLE BEHAVIORAL HEALTHCARE HOSPITAL,  
INC.  
THE ARBOUR, INC.  
TWO RIVERS PSYCHIATRIC HOSPITAL, INC.  
UHS CHILDREN SERVICES, INC.  
UHS OF DENVER, INC.  
UHS OF FAIRMOUNT, INC.  
UHS OF FULLER, INC.  
UHS OF GEORGIA, INC.  
UHS OF GEORGIA HOLDINGS, INC.  
UHS OF HAMPTON, INC.  
UHS OF HARTGROVE, INC.  
UHS OF PARKWOOD, INC.  
UHS OF PENNSYLVANIA, INC.  
UHS OF PROVO CANYON, INC.  
UHS OF PUERTO RICO, 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.  
WINDMOOR HEALTHCARE INC.

WINDMOOR HEALTHCARE OF PINELLAS PARK, INC.  
WISCONSIN AVENUE PSYCHIATRIC CENTER, INC.  
UHS OF MADERA, INC.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Vice President

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Marc D. Miller and Steve Filton, or either of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President and Director (Principal Executive Officer)	September 16, 2024
<u>/s/ THOMAS DAY</u> <b>Thomas Day</b>	Director	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President and Director (Principal Financial and Accounting Officer)	September 16, 2024

**SIGNATURES**

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on September 16, 2024.

LA AMISTAD RESIDENTIAL TREATMENT CENTER, LLC  
PALM POINT BEHAVIORAL HEALTH, LLC  
TENNESSEE CLINICAL SCHOOLS, LLC  
THE BRIDGEWAY, LLC  
TURNING POINT CARE CENTER, LLC  
UHS OF BENTON, LLC  
UHS OF BOWLING GREEN, LLC  
UHS OF DOVER, L.L.C.  
UHS OF GREENVILLE, LLC  
UHS OF LAKESIDE, LLC  
UHS OF PHOENIX, LLC  
UHS OF RIDGE, LLC  
UHS OF ROCKFORD, LLC  
UHS OF TUCSON, LLC  
UHS SUB III, LLC  
PASTEUR HEALTHCARE PROPERTIES, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Marc D. Miller and Steve Filton, or either of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer); and Chief Financial Officer President of Universal Health Services, Inc. as sole member of the general partner of the registrant	September 16, 2024



## SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on September 16, 2024.

FORT DUNCAN MEDICAL CENTER, L.P.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Marc D. Miller and Steve Filton, or either of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ EDWARD H. SIM</u> <b>Edward H. Sim</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of general partner of the registrant	September 16, 2024

**SIGNATURES**

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FRONTLINE HOSPITAL, LLC  
FRONTLINE RESIDENTIAL TREATMENT CENTER,  
LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Marc D. Miller and Steve Filton, or either of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

**SIGNATURES**

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KEYS GROUP HOLDINGS LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

## SIGNATURES

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KEYSTONE/CCS PARTNERS LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

**SIGNATURES**

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KEYSTONE CONTINUUM, LLC  
KEYSTONE NPS LLC  
KEYSTONE RICHLAND CENTER LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Vice President

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

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KEYSTONE EDUCATION AND YOUTH SERVICES,  
LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

**SIGNATURES**

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KEYSTONE MARION, LLC  
KEYSTONE MEMPHIS, LLC  
KEYSTONE NEWPORT NEWS, LLC  
KEYSTONE WSNC, L.L.C.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer)	September 16, 2024
	Vice President of sole member of the registrant	

**SIGNATURES**

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MANATEE MEMORIAL HOSPITAL, L.P.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ EDWARD H. SIM</u> <b>Edward H. Sim</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer); and  Vice President of general partner of the registrant	September 16, 2024



## SIGNATURES

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MCALLEN HOSPITALS, L.P.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ EDWARD H. SIM</u> <b>Edward H. Sim</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of partners of registrant	September 16, 2024

**SIGNATURES**

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GULPH MILLS ASSOCIATES, LLC  
TBD ACQUISITION II, LLC  
UHS KENTUCKY HOLDINGS, L.L.C.  
UHS OF LANCASTER, LLC  
UHS OF NEW ORLEANS, LLC  
UHS OF OKLAHOMA, LLC  
AZ HOLDING 4, LLC  
UHS MIDWEST BEHAVIORAL HEALTH, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer)	September 16, 2024
	Vice President of sole member of the registrant	

## SIGNATURES

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UHS OF ANCHOR, L.P.  
UHS OF LAUREL HEIGHTS, L.P.  
UHS OF PEACHFORD, L.P.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

## SIGNATURES

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UHS OF CENTENNIAL PEAKS, L.L.C.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President and Director (Principal Financial and Accounting Officer)	September 16, 2024
	Vice President of sole member of the registrant	

## SIGNATURES

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UHS OF DOYLESTOWN, L.L.C.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

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

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

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UHS OF SAVANNAH, L.L.C.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

**SIGNATURES**

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UHS OKLAHOMA CITY LLC  
UHS OF SPRINGWOODS, L.L.C.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024



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UHS OF SUMMITRIDGE, L.L.C.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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PSYCHIATRIC SOLUTIONS HOSPITALS, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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DIAMOND GROVE CENTER, LLC  
KMI ACQUISITION, LLC  
LIBERTY POINT BEHAVIORAL HEALTHCARE, LLC  
PSJ ACQUISITION, LLC  
SHADOW MOUNTAIN BEHAVIORAL HEALTH  
SYSTEM, LLC  
SUNSTONE BEHAVIORAL HEALTH, LLC  
TBD ACQUISITION, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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ATLANTIC SHORES HOSPITAL, LLC  
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: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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PALMETTO BEHAVIORAL HEALTH SYSTEM, L.L.C.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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THREE RIVERS BEHAVIORAL HEALTH, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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THE NATIONAL DEAF ACADEMY, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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WILLOW SPRINGS, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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BEHAVIORAL HEALTHCARE LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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BHC PINNACLE POINTE HOSPITAL, LLC  
BHC PROPERTIES, LLC  
COLUMBUS HOSPITAL PARTNERS, LLC HOLLY HILL  
HOSPITAL, LLC  
LEBANON HOSPITAL PARTNERS, LLC NORTHERN  
INDIANA PARTNERS, LLC  
ROLLING HILLS HOSPITAL, LLC  
VALLE VISTA HOSPITAL PARTNERS, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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BHC MESILLA VALLEY HOSPITAL, LLC  
BHC NORTHWEST PSYCHIATRIC HOSPITAL, LLC  
CUMBERLAND HOSPITAL PARTNERS, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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CUMBERLAND HOSPITAL, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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VALLE VISTA, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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WELLSTONE REGIONAL HOSPITAL ACQUISITION,  
LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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HORIZON HEALTH HOSPITAL SERVICES, LLC  
HORIZON MENTAL HEALTH MANAGEMENT, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer)	September 16, 2024
	Vice President of sole member of the registrant	

**SIGNATURES**

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HHC PENNSYLVANIA, LLC  
HHC POPLAR SPRINGS, LLC  
KINGWOOD PINES HOSPITAL, LLC  
SCHICK SHADEL OF FLORIDA, LLC  
TOLEDO HOLDING CO., LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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HICKORY TRAIL HOSPITAL, L.P.  
MILLWOOD HOSPITAL, L.P.  
NEURO INSTITUTE OF AUSTIN, L.P.  
TEXAS CYPRESS CREEK HOSPITAL, L.P.  
TEXAS LAUREL RIDGE HOSPITAL, L.P.  
TEXAS OAKS PSYCHIATRIC HOSPITAL, L.P.  
TEXAS SAN MARCOS TREATMENT CENTER, L.P.  
TEXAS WEST OAKS HOSPITAL, L.P.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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SHC-KPH, LP

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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H.C. PARTNERSHIP

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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BHC OF INDIANA, GENERAL PARTNERSHIP

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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INDEPENDENCE PHYSICIAN MANAGEMENT, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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BEHAVIORAL HEALTH MANAGEMENT, LLC  
BEHAVIORAL HEALTH REALTY, LLC  
CAT REALTY, LLC  
CAT SEATTLE, LLC  
MAYHILL BEHAVIORAL HEALTH, LLC  
PSYCHIATRIC REALTY, LLC  
RR RECOVERY, LLC  
SALT LAKE BEHAVIORAL HEALTH, LLC  
SALT LAKE PSYCHIATRIC REALTY, LLC  
UBH OF OREGON, LLC  
UBH OF PHOENIX, LLC  
UBH OF PHOENIX REALTY, LLC  
UNIVERSITY BEHAVIORAL HEALTH OF EL PASO,  
LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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GARFIELD PARK HOSPITAL, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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ABS LINCS KY, LLC  
HUGHES CENTER, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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VALLEY HEALTH SYSTEM LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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UHP LP

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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BEACH 77 LP

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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CORAL SHORES BEHAVIORAL HEALTH, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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DVH HOSPITAL ALLIANCE LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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UHS FUNDING, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Marc D. Miller and Steve Filton, or either of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer)	September 16, 2024
	Vice President of members of the registrant	

## SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on September 16, 2024.

MILWAUKEE BEHAVIORAL HEALTH, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer); and Vice President of the members of the registrant	September 16, 2024

## SIGNATURES

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FANNIN MANAGEMENT SERVICES, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ EDWARD H. SIM</u> <b>Edward H. Sim</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024



**SIGNATURES**

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RIDGE OUTPATIENT COUNSELING, L.L.C.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

## SIGNATURES

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RIVERSIDE MEDICAL CLINIC PATIENT SERVICES,  
L.L.C.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ EDWARD H. SIM</u> <b>Edward H. Sim</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

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BLOOMINGTON MEADOWS, GENERAL  
PARTNERSHIP

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of general partners of the registrant	September 16, 2024

**SIGNATURES**

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UHSL, L.L.C.  
UHSD, L.L.C.

By: /s/ STEVE FILTON

Name: Steve Filton  
Title: Authorized Signatory

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<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

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DISTRICT HOSPITAL PARTNERS, L.P.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ EDWARD H. SIM</u> <b>Edward H. Sim</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

**SIGNATURES**

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UHS CAPITOL ACQUISITION, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ EDWARD H. SIM</u> <b>Edward H. Sim</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

## SIGNATURES

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H.C. CORPORATION

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President and Director (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President and Director (Principal Financial and Accounting Officer)	September 16, 2024

## SIGNATURES

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PARK HEALTHCARE COMPANY

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President and Director (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President and Director (Principal Financial and Accounting Officer)	September 16, 2024
	Vice President of sole member of the registrant	



## SIGNATURES

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TEXAS HOSPITAL HOLDINGS, INC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President and Director (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President and Director (Principal Financial and Accounting Officer)	September 16, 2024
	Vice President of sole member of the registrant	

**SIGNATURES**

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FOREST VIEW PSYCHIATRIC HOSPITAL, INC.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President and Director (Principal Executive Officer)	September 16, 2024
<u>/s/ THOMAS DAY</u> <b>Thomas Day</b>	Director	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President and Director (Principal Financial and Accounting Officer)	September 16, 2024

**SIGNATURES**

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PENDLETON METHODIST HOSPITAL, L.L.C.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President and Director (Principal Financial and Accounting Officer)	September 16, 2024
	Vice President of sole member of the registrant	

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AIKEN REGIONAL MEDICAL CENTERS, LLC  
WELLINGTON REGIONAL MEDICAL CENTER, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ EDWARD H. SIM</u> <b>Edward H. Sim</b>	President and Director (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President and Director (Principal Financial and Accounting Officer)	September 16, 2024
	Vice President of sole member of the registrant	

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PALMETTO LOWCOUNTRY  
BEHAVIORAL HEALTH, L.L.C.

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

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<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

## SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on September 16, 2024.

SP BEHAVIORAL, LLC  
UNIVERSITY BEHAVIORAL, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Marc D. Miller and Steve Filton, or either of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ MATT PETERSON</u> <b>Matt Peterson</b>	President (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President (Principal Financial and Accounting Officer) Vice President of sole member of the registrant	September 16, 2024

## SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of King of Prussia, Commonwealth of Pennsylvania, on September 16, 2024.

DHP 2131 K ST, LLC

By: /s/ STEVE FILTON

Name: Steve Filton

Title: Authorized Signatory

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Marc D. Miller and Steve Filton, or either of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ EDWARD H. SIM</u> <b>Edward H. Sim</b>	President and Director (Principal Executive Officer)	September 16, 2024
<u>/s/ STEVE FILTON</u> <b>Steve Filton</b>	Vice President and Director (Principal Financial and Accounting Officer)	September 16, 2024
	Vice President of sole member of the registrant	

INDENTURE

Dated as of \_\_\_\_\_, 2024

Among

UNIVERSAL HEALTH SERVICES, INC.

THE GUARANTORS NAMED ON THE SIGNATURE PAGES HERETO

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION  
as Trustee

and

JPMORGAN CHASE BANK, N.A.  
as Collateral Agent

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CROSS-REFERENCE TABLE\*

Trust Indenture Act Section	Indenture Section
310(a)(1)	7.10
(a)(2)	7.10
(a)(3)	N.A.
(a)(4)	N.A.
(a)(5)	7.10
(b)	7.03; 7.10
(c)	N.A.
311(a)	7.11
(b)	7.11
(c)	N.A.
312(a)	2.05
(b)	13.02
(c)	13.02
313(a)	7.06
(b)(1)	13.17
(b)(2)	7.06; 7.07
(c)	7.06; 13.01
(d)	7.06
314(a)	4.03
(b)	13.17
(c)(1)	13.03(1)
(c)(2)	13.03(2)
(c)(3)	N.A.
(d)	11.05, 13.17
(e)	N.A.
(f)	13.04
315(a)	7.01(b)
(b)	7.05, 13.01
(c)	7.01(a)
(d)	7.01(c)
(e)	6.14
316(a)(last sentence)	6.05
(a)(1)(A)	6.04
(a)(1)(B)	N.A.
(a)(2)	N.A.
(b)	6.07
(c)	2.14
317(a)(1)	6.08
(a)(2)	6.12
(b)	2.04
318(a)	13.17
(b)	N.A.
(c)	13.17

N.A. means not applicable.

\* This Cross-Reference Table is not part of the Indenture.

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INDENTURE, dated as of \_\_\_\_\_, 2024, among Universal Health Services, Inc., a Delaware corporation (the “Issuer”), the Guarantors (as defined herein) listed on the signature pages hereto, U.S. Bank Trust Company, National Association, as Trustee, and JPMorgan Chase Bank, N.A., as Collateral Agent.

WITNESSETH

WHEREAS, the Issuer and each of the Guarantors has duly authorized the execution and delivery of this Indenture.

NOW, THEREFORE, the Issuer, the Trustee and the Collateral Agent agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the Notes.

ARTICLE 1

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 Definitions.

“Additional First Lien Obligations” means Obligations in respect of any Indebtedness incurred after the date hereof that is secured by a Lien on the Common Collateral pursuant to the applicable First Lien Security Documents, which Lien is permitted to be incurred under this Indenture, the Security Documents and all other then-existing First Lien Security Documents.

“Additional First Lien Secured Parties” means the holders of any Additional First Lien Obligations and any Authorized Representative with respect thereto.

“Additional Indebtedness” means Indebtedness of the Issuer for borrowed money (excluding Indebtedness under the Senior Credit Facility, any First Lien Obligations or any Junior Lien Obligations) under any debt securities or term loans broadly syndicated to institutional investors in a principal amount in excess of \$50.0 million.

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

“Agent” means any Registrar, Custodian or Paying Agent.

“Applicable Authorized Representative” means, (1) with respect to any Common Collateral, (i) until the earlier of (x) the Discharge of Senior Credit Facility Obligations and (y) the Non-Controlling Authorized Representative Enforcement Date (as defined in the Security Agreement), the administrative agent under the Senior Credit Facility and (ii) from and after the earlier of (x) the Discharge of Senior Credit Facility Obligations and (y) the Non-Controlling Authorized Representative Enforcement Date, the Major Non-Controlling Authorized Representative and (2) with respect to any Collateral that is not Common Collateral, the Authorized Representative of the Series of First Lien Obligations that is secured by such Collateral.

For the avoidance of doubt, with respect to actions with respect to Collateral that is not Common Collateral, (a) the Authorized Representative of the Series of First Lien Obligations secured by such Collateral shall have the sole right to instruct the Collateral Agent to act or refrain from acting with respect to the Collateral that is not Common Collateral, (b) the Collateral Agent shall not follow any instructions with respect to such Collateral that is not Common Collateral from any Person (other than such Authorized Representative), and (c) no Authorized Representative (other than the Authorized Representative of the Series of First Lien Obligations secured by such Collateral) will instruct the Collateral Agent to commence any judicial or non-judicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take any action to enforce its interests in or realize upon, or take any other action available to it in respect of, the Collateral that is not Common Collateral.

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

“Authorized Representative” means:

(1) in the case of any Senior Credit Facility Obligations or the Credit Agreement Secured Parties (as defined in the Security Agreement), the administrative agent under the Senior Credit Facility,

(2) in the case of the Existing 2026 Notes Obligations, the Existing 2030 Notes Obligations and the Existing 2032 Notes Obligations or the holders of the Existing 2026 Notes, the holders of the Existing 2030 Notes and the holders of the Existing 2032 Notes, U.S. Bank Trust Company, National Association (as successor to MUFG Union Bank, N.A.), as trustee for the holders of the Existing 2026 Notes, the holders of the Existing 2030 Notes and the holders of the Existing 2032 Notes, respectively,

(3) in the case of the Notes Obligations or the Holders with respect to a particular series of Notes, the Trustee, and

(4) in the case of any Series of Additional First Lien Obligations or Additional First Lien Secured Parties that become subject to the Security Agreement, the Authorized Representative named for such Series in the applicable joinder agreement.

“Bankruptcy Code” means Title 11 of the United States Code, as amended.

“Bankruptcy Law” means the Bankruptcy Code and any similar federal, state or foreign law for the relief of debtors.

“Board of Directors” means:

(1) with respect to a corporation, the Board of Directors of the corporation or the executive committee of the Board of Directors;

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

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

“Board Resolution” means a copy of a resolution certified by the secretary or an assistant secretary of the Issuer to have been duly adopted by the Board of Directors of the Issuer or pursuant to authorization by the Board of Directors of the Issuer and to be in full force and effect on the date of such certification (and delivered to the Trustee, if appropriate).

“Business Day” means each day which is not a Legal Holiday.

“Capital Stock” means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

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

“Cash Equivalents” means:

- (1) United States dollars;
- (2) euros or any national currency of any participating member state of the EMU or such local currencies held by the Issuer and its Restricted Subsidiaries from time to time in the ordinary course of business;
- (3) securities issued or directly and fully and unconditionally guaranteed or insured by the U.S. government (or any agency or instrumentality thereof the securities of which are unconditionally guaranteed as a full faith and credit obligation of the U.S. government) with maturities of 24 months or less from the date of acquisition;
- (4) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case with any commercial bank having capital and surplus of not less than \$500.0 million in the case of U.S. banks and \$100.0 million (or the U.S. dollar equivalent as of the date of determination) in the case of non-U.S. banks;
- (5) repurchase obligations for underlying securities of the types described in clauses (3) and (4) entered into with any financial institution meeting the qualifications specified in clause (4) above;



(6) commercial paper rated at least P-1 by Moody's or at least A-1 by S&P and in each case maturing within 24 months after the date of creation thereof;

(7) marketable short-term money market and similar securities having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another Rating Agency) and in each case maturing within 24 months after the date of creation thereof;

(8) investment funds investing 95% of their assets in securities of the types described in clauses (1) through (7) above;

(9) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an Investment Grade Rating from either Moody's or S&P with maturities of 24 months or less from the date of acquisition;

(10) Indebtedness or Preferred Stock issued by Persons with a rating of A or higher from S&P or A2 or higher from Moody's with maturities of 24 months or less from the date of acquisition; and

(11) Investments with average maturities of 24 months or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (1) and (2) above; provided that such amounts are converted into any currency listed in clauses (1) and (2) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor thereto.

"Collateral" means all property and assets of the Issuer or any Secured Guarantor, whether currently owned or thereafter acquired, in which Liens are, from time to time, granted or purported to be granted to secure the Notes of any series and the applicable Guarantees pursuant to this Indenture and the Security Documents.

"Collateral Agent" shall mean JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the lenders and other secured parties under the Senior Credit Facility, this Indenture and the other First Lien Documents, together with its successors and permitted assigns exercising substantially the same rights and powers; and, in each case; provided that if such Collateral Agent is not JPMorgan Chase Bank, N.A., such Collateral Agent shall have become a party to the Security Agreement, any intercreditor agreement with respect to Junior Lien Obligations and the other applicable First Lien Security Documents.

"Common Collateral" means, at any time, Collateral in which the holders of two or more Series of First Lien Obligations (or their respective Authorized Representatives or the Collateral Agent on behalf of such Authorized Representative) hold a valid security interest at such time. If more than two Series of First Lien Obligations are outstanding at any time and the holders of less than all Series of First Lien Obligations hold a valid security interest in any Collateral at such time then such Collateral shall constitute Common Collateral for those Series of First Lien Obligations that hold a valid security interest in such Collateral at such time and shall not constitute Common Collateral for any Series which does not have a valid security interest in such Collateral at such time.

“Common Stock” means with respect to any Person, any and all shares, interest or other participations in, and other equivalents (however designated and whether voting or nonvoting) of such Person’s common stock and includes, without limitation, all series and classes of such common stock.

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

(1) if the Issuer or any Restricted Subsidiary:

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

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

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

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

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

(3) if since the beginning of such period the Issuer or any Restricted Subsidiary (by merger or otherwise) will have made an Investment in any Restricted Subsidiary (or any Person that becomes a Restricted Subsidiary or is merged with or into the Issuer or a Restricted Subsidiary) or an acquisition of assets, including any acquisition of assets occurring in connection with a transaction causing a calculation to be made hereunder, which constitutes all or substantially all of a company, division, operating unit, segment, business, group of related assets or line of business, Consolidated EBITDA and Consolidated Interest Expense for such period will be calculated after giving pro forma effect thereto (including the Incurrence of any Indebtedness) as if such Investment or acquisition occurred on the first day of such period; and

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

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

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

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

(a) Consolidated Interest Expense; *plus*

(b) Consolidated Income Taxes; *plus*

(c) consolidated depreciation expense; *plus*

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

(e) other non-cash charges reducing Consolidated Net Income, including any write-offs or write-downs (excluding any such non-cash charge to the extent it represents an accrual of or reserve for cash charges in any future period or amortization of a prepaid cash expense that was capitalized at the time of payment; provided that the Issuer is permitted to add back non-cash charges

representing an accrual or reserve relating to any legal, administrative or governmental claim, litigation, investigation or proceedings, even if cash charges may be anticipated in any future period, so long as adding back such non-cash charges is consistent with the Issuer's past practice in its publicly reported "EBITDA" or "Adjusted EBITDA" included in its annual or quarterly earnings reports) and non-cash compensation expense recorded from grants of stock appreciation or similar rights, stock options, restricted stock or other rights to officers, directors or employees; *plus*

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

(g) any non-recurring fees, charges or expenses paid in connection with the issuance of the Notes of a particular series within 180 days of the issue date of the Notes of a particular series that were deducted in computing Consolidated Net Income;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) Receivables Fees; and

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) any extraordinary gain or loss;

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

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

“Consolidated Net Tangible Assets” means, with respect to any Person, the total amount of assets (less applicable reserves and other properly deductible items) after deducting therefrom (a) all current liabilities as disclosed on the consolidated balance sheet of such Person (excluding any thereof which are by their terms extendible or renewable at the option of the obligor thereon to a time more than 12 months after the time as of which the amount thereof is being computed and further excluding any deferred income taxes that are included in current liabilities) and (b) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangible assets, all as set forth on the most recent consolidated balance sheet of the Issuer and computed in accordance with generally accepted accounting principles.

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

“Corporate Trust Office of the Trustee” shall mean the principal office of the Trustee at which at any particular time its corporate trust business shall be administered which office as of the date hereof (i) solely for purposes of surrender for registration of transfer or exchange or for presentation for payment or repurchase or for conversion is located at 50 S. 16<sup>th</sup> St. Suite 2000, Philadelphia, PA 19102, Attention: Global Corporate Trust Services – Universal Health Services, Inc., and (ii) for all other purposes is located at 111 Fillmore Avenue, St. Paul, MN 55017, Attention: Global Corporate Trust Services—Universal Health Services, Inc., or such other address as to which the Trustee may give notice to the Holders and the Issuer from time to time.

“Credit Facilities” means, with respect to the Issuer or any of its Restricted Subsidiaries, one or more debt facilities, including the Senior Credit Facility and any Qualified Receivables Transaction, or other financing arrangements (including, without limitation, commercial paper facilities or indentures) providing for revolving credit loans, term loans, receivables financing, letters of credit or

other long-term indebtedness, including any notes, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements or refundings thereof and any indentures or credit facilities or commercial paper facilities that replace, refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount permitted to be borrowed thereunder or alters the maturity thereof or adds Restricted Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, lender or group of lenders and whether or not the original administrative agent, lenders, trustees or other agents are parties thereto and whether provided under the original Senior Credit Facility, the Existing Receivables Facility or any other credit agreement or indenture.

“Custodian” means the Trustee, as custodian with respect to the Notes in global form, or any successor entity thereto.

“Default” means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

“Depository” means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.03(b) as the Depository with respect to the Notes, and any and all successors thereto appointed as Depository hereunder and having become such pursuant to the applicable provision of this Indenture.

“Discharge of Senior Credit Facility Obligations” means, with respect to any Common Collateral, the date on which the Senior Credit Facility Obligations are no longer secured by such Common Collateral; provided that the Discharge of Senior Credit Facility Obligations shall not be deemed to have occurred in connection with a refinancing of such Senior Credit Facility Obligations with additional First Lien Obligations secured by such Common Collateral under an agreement relating to Additional First Lien Obligations which has been designated in writing by the administrative agent under such refinancing Senior Credit Facility to the Collateral Agent and each other Authorized Representative as the Senior Credit Facility for purposes of the Security Agreement.

“Disqualified Stock” means, with respect to any Person, any Capital Stock of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely as a result of a change of control or asset sale) pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than solely as a result of a change of control or asset sale), in whole or in part, in each case prior to the date 91 days after the earlier of the maturity date of the Notes or the date the Notes are no longer outstanding; provided, however, that if such Capital Stock is issued to any plan for the benefit of employees of the Issuer or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Issuer or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

“DTC” means the Depository Trust Company.

“EMU” means the economic and monetary union as contemplated in the Treaty on European Union.

“Equity Interests” means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.



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

“Existing 2026 Notes” means the \$700.0 million aggregate principal amount of 1.65% senior secured notes due 2026 issued by the Issuer and outstanding and any Additional Notes (as defined in the Existing 2026/2032 Notes Indenture) issued with respect to the initial 1.65% senior secured notes due 2026.

“Existing 2026 Notes Obligations” means Obligations in respect of the Existing 2026 Notes, the Existing 2026/2032 Notes Indenture or the Security Documents as they relate to the Existing 2026 Notes.

“Existing 2026 Notes Secured Parties” means, at any relevant time, the holders of Existing 2026 Notes Obligations at such time, including without limitation U.S. Bank Trust Company, National Association (as successor to MUFG Union Bank, N.A.), as trustee for the holders of the Existing 2026 Notes, the registrar, paying agent and transfer agent, and the holders of Existing 2026 Notes (including the holders of any Additional Notes (as defined in the Existing 2026/2032 Notes Indenture) subsequently issued under and in compliance with the terms of the Existing 2026/2032 Notes Indenture).

“Existing 2026/2032 Notes Indenture” means the indenture, dated as of August 24, 2021, among the Issuer, the Guarantors, U.S. Bank Trust Company, National Association (as successor to MUFG Union Bank, N.A.), as trustee, and JPMorgan Chase Bank, N.A. as collateral agent, as it relates to the Existing 2026 Notes or the Existing 2032 Notes, as applicable (as amended and/or supplemented from time to time).

“Existing 2030 Notes” means the \$800.0 million aggregate principal amount of 2.65% senior secured notes due 2030 issued by the Issuer and outstanding and any Additional Notes (as defined in the Existing 2030 Notes Indenture) issued with respect to the initial 2.65% senior secured notes due 2030.

“Existing 2030 Notes Indenture” means the indenture, dated as of September 21, 2020, among the Issuer, the Guarantors, U.S. Bank Trust Company, National Association (as successor to MUFG Union Bank, N.A.), as trustee, and JPMorgan Chase Bank, N.A. as collateral agent, as it relates to the Existing 2030 Notes (as amended and/or supplemented from time to time).

“Existing 2030 Notes Obligations” means Obligations in respect of the Existing 2030 Notes, the Existing 2030 Notes Indenture or the Security Documents as they relate to the Existing 2030 Notes.

“Existing 2030 Notes Secured Parties” means, at any relevant time, the holders of Existing 2030 Notes Obligations at such time, including without limitation U.S. Bank Trust Company, National Association (as successor to MUFG Union Bank, N.A.), as trustee for the holders of the Existing 2030 Notes, the registrar, paying agent and transfer agent, and the holders of Existing 2030 Notes (including the holders of any Additional Notes (as defined in the Existing 2030 Notes Indenture) subsequently issued under and in compliance with the terms of the Existing 2030 Notes Indenture).

“Existing 2032 Notes” means the \$500.0 million aggregate principal amount of 2.650% senior secured notes due 2032 issued by the Issuer and outstanding and any Additional Notes (as defined in the Existing 2026/2032 Notes Indenture) issued with respect to the initial 2.650% senior secured notes due 2032.

“Existing 2032 Notes Obligations” means Obligations in respect of the Existing 2032 Notes, the Existing 2026/2032 Notes Indenture or the Security Documents as they relate to the Existing 2032 Notes.

“Existing 2032 Notes Secured Parties” means, at any relevant time, the holders of Existing 2032 Notes Obligations at such time, including without limitation U.S. Bank Trust Company, National Association (as successor to MUFG Union Bank, N.A.), as trustee for the holders of the Existing 2032 Notes, the registrar, paying agent and transfer agent, and the holders of Existing 2032 Notes (including the holders of any Additional Notes (as defined in the Existing 2026/2032 Notes Indenture) subsequently issued under and in compliance with the terms of the Existing 2026/2032 Notes Indenture).

“Existing Receivables Facility” means the receivables facility governed by (a) the Amended and Restated Credit and Security Agreement, dated as of October 27, 2010 (as amended, amended and restated, modified, renewed or replaced from time to time), among the borrowers identified therein, UHS Receivables Corp., as Collection Agent, UHS of Delaware, Inc., as Servicer, Universal Health Services, Inc., as Performance Guarantor, PNC Bank, National Association, as LC Bank and Administrative Agent, and the certain other parties thereto and (b) each of the Receivables Sale Agreements referred to in such Amended and Restated Credit and Security Agreement, between the respective Grantors and “Buyers” specified therein, in each case, as the same may be amended or otherwise modified from time to time.

“Fair Market Value” means, with respect to any asset or liability, the fair market value of such asset or liability as determined by the Chief Executive Officer and the Chief Financial Officer of the Issuer in good faith; provided that if the fair market value exceeds \$50.0 million, such determination shall be made by the Board of Directors of the Issuer or an authorized committee thereof in good faith (including as to the value of all non-cash assets and liabilities).

“First Lien Documents” means the credit, guarantee and security documents governing the First Lien Obligations, including, without limitation, this Indenture and the First Lien Security Documents.

“First Lien Obligations” means, collectively, (a) all Senior Credit Facility Obligations, (b) if applicable to a particular series of Notes, the Notes Obligations with respect to such Notes, (c) the Existing 2026 Notes Obligations, (d) the Existing 2030 Notes Obligations, (e) the Existing 2026 Notes Obligations, and (f) any Additional First Lien Obligations.

“First Lien Secured Parties” means (a) the Credit Agreement Secured Parties (as defined in the Security Agreement), (b) if applicable to a particular series of Notes, the Notes Secured Parties, (c) the Existing 2026 Notes Secured Parties, (d) the Existing 2030 Notes Secured Parties, (e) the Existing 2032 Notes Secured Parties, and (f) any Additional First Lien Secured Parties.

“First Lien Security Documents” means the Security Documents and any other agreement, document or instrument pursuant to which a Lien is granted or purported to be granted securing First Lien Obligations or under which rights or remedies with respect to such Liens are governed.

“Funded Debt” means any Indebtedness for money borrowed, created, issued, incurred, assumed or guaranteed that would, in accordance with generally accepted accounting principles, be classified as long-term debt, but in any event including all Indebtedness for money borrowed, whether secured or unsecured, maturing more than one year, or extendible at the option of the obligor to a date more than one year, after the date of determination thereof (excluding any amount thereof included in current liabilities).

“GAAP” means generally accepted accounting principles in the United States on the date of issuance of the Notes of a particular series.

“Global Note” means a Note issued to evidence all or a part of any series of Notes that is executed by the Issuer and authenticated and delivered by the Trustee to a Depository or pursuant to such Depository’s instructions, all in accordance with this Indenture and pursuant to Section 2.01, which shall be registered as to principal and interest in the name of such Depository or its nominee.

“Government Securities” means securities that are (1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged or (2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of

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

“guarantee” means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

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

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

“Guarantee” means the guarantee by any Guarantor of the Issuer’s Obligations under this Indenture in respect of any series of Notes.

“Guarantor” means from and after the date that any series of Notes is guaranteed in accordance with Article 10 of this Indenture (a) the entities listed on Schedule 1 hereto, except as provided below and (b) each entity that subsequently becomes a guarantor at such time as any series of Notes is so guaranteed or otherwise in accordance with this Indenture. In the event that any such entity or Guarantor sells or disposes of all or substantially all of its assets, or in the event that the Issuer or any Subsidiary of the Issuer sells or disposes of all of the equity interests in an entity or Guarantor, by way of merger, consolidation or otherwise, in each case in accordance with the terms and conditions hereof, then such entity or Guarantor will be released and relieved of any obligations under this Indenture or its Guarantee.

“Hedging Obligations” means, with respect to any Person, the obligations of such Person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contract, currency swap agreement or similar agreement providing for the transfer or mitigation of interest rate or currency risks either generally or under specific contingencies.

“Holder” means the Person in whose name a Note is registered on the Registrar’s books.

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

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

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

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

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

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

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

(6) the principal component or liquidation preference of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Subsidiary that is not a Guarantor, any Preferred Stock (but excluding, in each case, any accrued dividends);

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

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

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

(10) to the extent not otherwise included in this definition, the amount of Obligations outstanding under the legal documents entered into as part of a Qualified Receivables Transaction on any date of determination that would be characterized as principal if such Qualified Receivables Transaction were structured as a secured lending transaction rather than as a purchase.

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

“Indenture” means this Indenture, as amended or supplemented from time to time.

“interest” with respect to the Notes means interest with respect thereto.

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

“Investment Grade Rating” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, or an equivalent rating by any other Rating Agency.

“Investments” means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, trade credit, advances to customers, commissions, travel and similar advances to officers and employees, in each case made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet (excluding the footnotes) of the Issuer in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property.

“Issuer” means Universal Health Services, Inc. or any successor obligor to such Person’s obligations under this Indenture and the Notes pursuant to Article 5.

“Junior Lien Obligations” means the Obligations with respect to Indebtedness permitted to be incurred under this Indenture which by its terms is or will be secured on a basis junior to the Liens securing the Notes of any series pursuant to an intercreditor agreement; provided such Liens are permitted to be incurred under this Indenture.

“Legal Holiday” means a Saturday, a Sunday or a day on which commercial banking institutions are not required to be open in the State of New York.

“Lien” means, with respect to any asset, any mortgage, lien (statutory or otherwise), pledge, hypothecation, charge, security interest, preference, priority or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction; provided that in no event shall an operating lease be deemed to constitute a Lien.

“Major Non-Controlling Authorized Representative” means the Authorized Representative of the Series of First Lien Obligations that constitutes the largest outstanding principal amount of any then outstanding Series of First Lien Obligations, other than the Senior Credit Facility Obligations, with respect to the Common Collateral.

“Moody’s” means Moody’s Investors Service, Inc. and any successor to its rating agency business.

“Mortgages” means mortgages, liens, pledges or other encumbrances.

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Non-Controlling Authorized Representative” means, at any time with respect to any Common Collateral, any Authorized Representative that is not the Applicable Authorized Representative at such time with respect to such Common Collateral.

“Non-Recourse Debt” means Indebtedness of a Person:

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

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

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

“Notes” means any Note authenticated and delivered under this Indenture. For all purposes of this Indenture, the term “Notes” with respect to any series shall also include any additional Notes of such series that may be issued under a supplemental indenture and Notes of such series to be issued or authenticated upon transfer, replacement or exchange of Notes of such series.

“Notes Obligations” means Obligations in respect of the Notes, this Indenture or the Security Documents.

“Notes Secured Parties” means, at any relevant time, the holders of Notes Obligations of the applicable series at such time, including without limitation the Trustee, the registrar, paying agent and transfer agent, and the Holders (including the Holders of any additional Notes of such series subsequently issued under and in compliance with the terms of the Indenture).

“Obligations” means all advances to, and debts, liabilities, obligations, covenants and duties arising under any Indebtedness, whether or not direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including any principal, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), premium, penalties, fees, indemnifications, reimbursements (including reimbursement obligations with respect to letters of credit and bankers’ acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing such Indebtedness.

“Officer” means the Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of the Issuer or a Guarantor, as applicable.

“Officers’ Certificate” means a certificate signed on behalf of the Issuer by two Officers of the Issuer or on behalf of a Guarantor by two Officers of such Guarantor, one of whom must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Issuer or Guarantor, as applicable, that meets the requirements set forth in this Indenture.

“Opinion of Counsel” means a written opinion from legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Issuer or the Trustee.

“Permitted Bond Hedge” means any call options or capped call options referencing the Issuer’s Common Stock purchased by the Issuer concurrently with the issuance of Convertible Notes to hedge the Issuer’s or any Subsidiary issuer’s obligations under such Indebtedness.

“Permitted Liens” means, with respect to any Person:

(1) Liens for taxes not yet due or that are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Issuer or its Subsidiaries, as the case may be, in conformity with GAAP;

(2) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s or other like Liens arising in the ordinary course of business that are not overdue for a period of more than 30 days or that are being contested in good faith by appropriate proceedings;

(3) pledges or deposits in connection with workers’ compensation, unemployment insurance and other social security legislation;

(4) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(5) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, are not substantial in amount and that do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Issuer or any of its Subsidiaries;

(6) Liens in existence on the issue date of the Notes of the particular series (other than Liens described in clauses (7), (8) and (10) of this definition);

(7) prior to the Collateral Release Date (if applicable to the particular series of Notes), Liens in existence on the issue date of the Notes of such series securing Indebtedness permitted by the Senior Credit Facility; provided that no such Lien is spread to cover any additional property after the issue date of the Notes of such series and that the amount of Indebtedness secured thereby is not increased;

(8) prior to the Collateral Release Date (if applicable to the particular series of Notes), Liens created pursuant to the Security Documents (including, for the avoidance of doubt, Liens securing the Senior Credit Facility, the Notes, the Existing 2026 Notes, the Existing 2030 Notes and the Existing 2032 Notes);

(9) any interest or title of a lessor under any lease entered into by the Issuer or any Subsidiary in the ordinary course of its business and covering only the assets so leased;

(10) prior to the Collateral Release Date (if applicable to the particular series of Notes), Liens arising out of the Existing Receivables Facility and any future Qualified Receivables Transaction (including any Receivables Financing); provided that the aggregate outstanding amount of the purchase price or loan from the lenders or investors under the Existing Receivables Facility and all other Qualified Receivables Transactions (including any Receivables Financing) shall not at any time exceed the greater of (i) \$600.0 million and (ii) 50% of accounts receivable, net, as shown on the Issuer's most recent consolidated balance sheet for which internal financial statements for the Issuer are available plus the allowance for doubtful accounts with respect to such accounts receivable, as set forth in the footnotes to such financial statements;

(11) any Lien existing on any asset of any Person at the time such Person becomes a Subsidiary and not created in contemplation of such event;

(12) any Lien existing on any asset prior to the acquisition thereof by the Issuer or a Subsidiary and not created in contemplation of such acquisition;

(13) any Lien securing Indebtedness incurred to refinance, replace, renew or refund amend, extend or modify, as a whole or in part, Indebtedness that was previously so secured pursuant to clauses (6), (7), (8), (11), (12) and (13) of this definition; provided that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced or is in respect of property that is the security for a Permitted Lien hereunder; and

(14) prior to the Collateral Release Date (if applicable to the particular series of Notes), Liens not otherwise permitted by this section so long as the aggregate outstanding principal amount of the obligations secured thereby does not exceed (as to the Issuer and all Subsidiaries) \$350.0 million at any one time.

For purposes of this definition, the term "Indebtedness" shall be deemed to include interest on such Indebtedness.

"Permitted Warrant" means any call option in respect of the Issuer's Common Stock sold by the Issuer concurrently with the issuance of Convertible Notes.

"Person" means any individual, corporation, limited liability Issuer, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Preferred Stock" means any equity interest with preferential rights of payment of dividends or upon liquidation, dissolution or winding up.

"Principal Property" means any property, plant, equipment or facility of the Issuer or any of its Restricted Subsidiaries, except that any property, plant, equipment or facility of the Issuer or any of its Restricted Subsidiaries which does not equal or exceed 3% of the Issuer's Consolidated Net Tangible Assets shall not constitute a Principal Property of the Issuer unless its Board of Directors or its management deems it to be material to the Issuer and its Restricted Subsidiaries, taken as a whole. Accounts receivable, inventory and Equity Interests of the Issuer or any of its Restricted Subsidiaries are not "Principal Property"; provided, however, that individual items of property, plant, equipment or individual facilities of the Issuer or any of its Restricted Subsidiaries shall not be combined in determining whether that property, plant, equipment or facility constitutes a Principal Property of the Issuer, whether or not they are the subject of the same transaction or series of transactions.



“Prospectus” means the prospectus included in the Issuer’s registration statement on Form S-3 (File No. 333- ), dated September 16, 2024, as supplemented by any prospectus supplement relating to the sale of Notes of any series.

“Qualified Receivables Transaction” means any transaction or series of transactions that may be entered into by the Issuer or any of its Restricted Subsidiaries pursuant to which the Issuer or any of its Restricted Subsidiaries may sell, convey or otherwise transfer to (1) a Receivables Subsidiary (in the case of a transfer by the Issuer or any of its Restricted Subsidiaries) and (2) any other Person (in the case of a transfer by a Receivables Subsidiary), or may grant a security interest in, any Receivables (whether now existing or arising in the future) of the Issuer or any of its Restricted Subsidiaries, and any assets related thereto, all contracts and all guarantees or other obligations in respect of such accounts receivable, the proceeds of such Receivables and other assets that are customarily transferred (including, without limitation, assets of the type transferred pursuant to the Existing Receivables Facility) or in respect of which security interests are customarily granted, in connection with asset securitizations involving Receivables.

“Rating Agencies” means Moody’s and S&P or if Moody’s or S&P or both shall not make a rating on the Notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Issuer which shall be substituted for Moody’s or S&P or both, as the case may be.

“Receivable” means all indebtedness and other obligations owed to the Issuer or a Secured Guarantor (including, without limitation, any indebtedness, obligation or interest constituting an account, chattel paper, instrument or general intangible) arising in connection with the sale of goods or rendering of services by the Issuer or such Secured Guarantor (including any Account (as defined in the New York UCC)) including, without limitation, the obligation to pay any finance charges or similar amounts with respect thereto.

“Receivables Fees” means any fees or interest paid to purchasers or lenders providing the financing in connection with a Qualified Receivables Transaction, factoring agreement or other similar agreement, including any such amounts paid by discounting the face amount of receivables or participations therein transferred in connection with a Qualified Receivables Transaction, factoring agreement or other similar arrangement, regardless of whether any such transaction is structured as on-balance sheet or off-balance sheet or through a Restricted Subsidiary or an Unrestricted Subsidiary.

“Receivables Financing” means the Existing Receivables Facility and any future financing arrangement among the Issuer, certain Subsidiaries of the Issuer, including Receivables Subsidiaries, and certain other parties pursuant to which Subsidiaries of the Issuer will sell substantially all of their accounts receivable from time to time to Receivables Subsidiaries, which will, in turn, sell or pledge such receivables to certain third-party lenders or investors for a purchase price or loan from such lenders or investors, as applicable.

“Receivables Subsidiary” means any Subsidiary formed for the purpose of facilitating or entering into one or more Qualified Receivables Transactions, and in each case engages only in activities reasonably related or incidental thereto.

“Record Date” means the applicable record date for interest payable on any applicable interest payment date in respect of any series of Notes.

“Responsible Officer” means, when used with respect to the Trustee or the Collateral Agent, any officer within the corporate trust department of the Trustee or applicable department of the Collateral Agent having direct responsibility for the administration of this Indenture, or any other officer who customarily performs functions similar to those performed by the Person at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such officer’s knowledge of and familiarity with the particular subject.

“Restricted Subsidiary” means, at any time, any direct or indirect Subsidiary of the Issuer that is not then an Unrestricted Subsidiary; provided, however, that upon an Unrestricted Subsidiary’s ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be included in the definition of “Restricted Subsidiary.”

“S&P” means Standard & Poor’s Ratings Services and any successor to its rating agency business.

“Sale and Lease-Back Transaction” means any arrangement providing for the leasing by the Issuer or any of its Restricted Subsidiaries for a period of more than three years of any Principal Property, which property is to be sold or transferred by the Issuer or such Subsidiary to a third Person in contemplation of such leasing.

“SEC” means the U.S. Securities and Exchange Commission.

“Secured Guarantor” means each Guarantor which has granted a security interest pursuant to the Security Documents to secure such Guarantor’s Guarantee of the Notes of any series and the applicable Notes Obligations.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Security Agreement” means that certain Amended and Restated Collateral Agreement, dated as of August 7, 2014, by and among the Issuer, the subsidiary grantors named therein, the Collateral Agent and the Authorized Representatives, as supplemented by the Additional Authorized Representative Joinders, dated as of June 3, 2016, September 21, 2020 and August 24, 2021, respectively, and as the same may be further amended, restated or modified from time to time.

“Security Documents” means, collectively, the Security Agreement, any intercreditor agreement related to the Junior Lien Obligations, other security agreements relating to the Collateral and instruments filed and recorded in appropriate jurisdictions to preserve and protect the Liens on the Collateral (including, without limitation, financing statements under the Uniform Commercial Code of the relevant states) applicable to the Collateral, each as in effect on the date hereof (as applicable) and as amended, amended and restated, modified, renewed or replaced from time to time.

“Senior Credit Facility” means the senior credit agreement dated as of November 15, 2010 and as amended on March 15, 2011, September 21, 2012, May 16, 2013, August 7, 2014, June 7, 2016, October 23, 2018, August 24, 2021, June 23, 2022, and , 2024, among the Issuer, the lenders party thereto in their capacities as lenders thereunder and JPMorgan Chase Bank, N.A., as Administrative Agent, including any guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, replacements (which may occur after the termination of such senior credit agreement), refundings or refinancings thereof and any indentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that replace (which replacement may occur after the termination of such senior credit agreement or other facility), refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof.

“Senior Credit Facility Obligations” means “Obligations” as defined in the Senior Credit Facility.

“Series” means (a) with respect to the First Lien Secured Parties, each of (i) the Credit Agreement Secured Parties (in their capacities as such), (ii) the Existing 2026 Notes Secured Parties, (iii) the Existing 2030 Notes Secured Parties, (iv) the Existing 2032 Notes Secured Parties, (v) the Holders and the Trustee (in its capacity as such) and (vi) the Additional First Lien Secured Parties that become subject to the Security Agreement after the date hereof that are represented by a common Authorized Representative (in its capacity as such for such Additional First Lien Secured Parties) and (b) with respect to any First Lien Obligations, each of (i) the Senior Credit Facility Obligations, (ii) the Existing 2026 Notes Obligations, (iii) the Existing 2030 Notes Obligations, (iv) the Existing 2032 Notes Obligations, (v) if applicable to a particular series of Notes, the Notes Obligations with respect to such Notes and (vi) Additional First Lien Obligations incurred pursuant to any applicable agreement, which, pursuant to any joinder agreement, are to be represented under the Security Agreement by a common Authorized Representative (in its capacity as such for such Additional First Lien Obligations).

“Significant Subsidiary” means any Restricted Subsidiary that would be a “Significant Subsidiary” as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the issue date of the Notes of a particular series.

“Standard Securitization Undertakings” means representations, warranties, covenants and indemnities entered into by the Issuer or any Restricted Subsidiary that are reasonably customary in securitization of Qualified Receivables Transaction.

“Stated Maturity” means, with respect to any security, the date specified in the agreement governing or certificate relating to such Indebtedness as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision, but not including any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

“Subsidiary” means, with respect to any Person:

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof or is consolidated under GAAP with such Person at such time; and

(2) any partnership, joint venture, limited liability company or similar entity of which more than 50% of the equity ownership, whether in the form of membership, general, special or limited partnership interests or otherwise, is owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof or is consolidated under GAAP with such Person at such time.

“total assets” means the total assets of the Issuer and its Restricted Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of the Issuer or such other Person as may be expressly stated.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as amended (15 U.S.C. §§ 77aaa-777bbb).

“Trustee” means U.S. Bank Trust Company, National Association, as trustee, until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

“Unrestricted Subsidiary” means:

(1) any Subsidiary of the Issuer which at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors of the Issuer in the manner provided below; and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Issuer may designate any Subsidiary of the Issuer (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger or consolidation or investment therein) to be an Unrestricted Subsidiary only if:

(1) such Subsidiary or any of its Subsidiaries does not own any Capital Stock or Indebtedness of or have any investment in, or own or hold any Lien on any property of, any other Subsidiary of the Issuer that is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary;

(2) all the Indebtedness of such Subsidiary and its Subsidiaries shall, at the date of designation, and will at all times thereafter, consist of Non-Recourse Debt;

(3) such Subsidiary, either alone or in the aggregate with all other Unrestricted Subsidiaries, does not operate, directly or indirectly, all or substantially all of the business of the Issuer and its Subsidiaries;

(4) such Subsidiary is a Person with respect to which neither the Issuer nor any of its Restricted Subsidiaries has any direct or indirect obligation:

(a) to subscribe for additional Capital Stock of such Person; or

(b) to maintain or preserve such Person’s financial condition or to cause such Person to achieve any specified levels of operating results; and

(5) on the date such Subsidiary is designated an Unrestricted Subsidiary, such Subsidiary is not a party to any agreement, contract, arrangement or understanding with the Issuer or any Restricted Subsidiary with terms substantially less favorable to the Issuer than those that might have been obtained from Persons who are not Affiliates of the Issuer.

Any such designation by the Board of Directors of the Issuer shall be evidenced to the Trustee by filing with the Trustee a resolution of the Board of Directors of the Issuer, certified by the Secretary or an Assistant Secretary of the Issuer, giving effect to such designation and an Officers’ Certificate certifying that such designation complies with the foregoing conditions. If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture and any Indebtedness of such Subsidiary shall be deemed to be Incurred as of such date.

The Board of Directors of the Issuer may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that immediately after giving effect to such designation, no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof and either:

(1) the Issuer and its Restricted Subsidiaries on a consolidated basis would have had a Consolidated Coverage Ratio of at least 2.00 to 1.00; or

(2) the Consolidated Coverage Ratio for the Issuer and its Restricted Subsidiaries would be greater than such ratio for the Issuer and its Restricted Subsidiaries immediately prior to such designation, in each case on a pro forma basis taking into account such designation.

“Unsecured Guarantors” means each of the Guarantors other than the Secured Guarantors.

“Wholly Owned Subsidiary” of any Person means a Subsidiary of such Person, 100% of the outstanding Equity Interests of which (other than directors’ qualifying shares) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

#### Section 1.02 Other Definitions.

<u>Term</u>	<u>Defined in Section</u>
“Authentication Order”	2.02(c)
“Collateral Release Date”	4.12
“Covenant Defeasance”	8.03
“Event of Default”	6.01(a)
“Expiration Date”	1.05(j)
“Indemnitee”	7.07(b)
“Investment Grade Rating Event”	4.12
“Legal Defeasance”	8.02(a)
“Note Register”	2.03(a)
“Paying Agent”	2.03(a)
“Registrar”	2.03(a)
“Successor Person”	5.01(a)(1)

#### Section 1.03 Rules of Construction.

Unless the context otherwise requires:

- (1) a term defined in Section 1.01 or 1.02 has the meaning assigned to it therein, and a term used herein that is defined in the Trust Indenture Act, either directly or by reference therein, shall have the meaning assigned to it therein;
- (2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;
- (3) “or” is not exclusive;
- (4) words in the singular include the plural, and words in the plural include the singular;
- (5) provisions apply to successive events and transactions;
- (6) unless the context otherwise requires, any reference to an “Appendix,” “Article,” “Section,” “clause,” “Schedule” or “Exhibit” refers to an Appendix, Article, Section, clause, Schedule or Exhibit, as the case may be, of this Indenture;
- (7) the words “herein,” “hereof” and other words of similar import refer to this Indenture as a whole and not any particular Article, Section, clause or other subdivision;

(8) “including” means including without limitation;

(9) references to sections of, or rules under, the Securities Act, the Exchange Act or the Trust Indenture Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time;

(10) unless otherwise provided, references to agreements and other instruments shall be deemed to include all amendments and other modifications to such agreements or instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Indenture; and

(11) in the event that a transaction meets the criteria of more than one category of permitted transactions or listed exceptions, the Issuer may classify such transaction as it, in its sole discretion, determines.

#### Section 1.04 Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the Trust Indenture Act as applicable to this Indenture, the provision is incorporated by reference in and made a part of this Indenture. The following Trust Indenture Act terms used in this Indenture have the following meanings:

“Commission” means the SEC;

“indenture securities” means the Notes;

“indenture security holder” means a Holder of a Note;

“indenture to be qualified” means this Indenture;

“indenture trustee” or “institutional trustee” means the Trustee; and

“obligor” on the Notes and the Guarantees means the Issuer and the Guarantors, respectively, and any successor obligor upon the Notes and the Guarantees, respectively.

All other terms used in this Indenture that are defined by the Trust Indenture Act, defined by Trust Indenture Act reference to another statute or defined by SEC rule under the Trust Indenture Act have the meanings so assigned to them.

#### Section 1.05 Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee and, where it is hereby expressly required, to the Issuer and the Guarantors. Proof of execution of any such instrument or of a writing appointing any such agent, or the holding by any Person of a Note, shall be sufficient for any purpose of this Indenture and (subject to Section 7.01) conclusive in favor of the Trustee, the Issuer and the Guarantors, if made in the manner provided in this Section 1.05.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved (1) by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof or (2) in any other manner deemed reasonably sufficient by the Trustee. Where such execution is by or on behalf of any legal entity other than an individual, such certificate or affidavit shall also constitute proof of the authority of the Person executing the same. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that the Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of any action taken, suffered or omitted by the Trustee, the Issuer or the Guarantors in reliance thereon, whether or not notation of such action is made upon such Note.

(e) The Issuer may, in circumstances permitted by the Trust Indenture Act, set a record date for purposes of determining the identity of Holders of any series of Notes entitled to make, give or take any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, or to vote on any action authorized or permitted to be taken by Holders; provided that the Issuer may not set a record date for, and the provisions of this paragraph shall not apply with respect to, the giving or making of any notice, declaration, request or direction referred to in clause (f) below. Unless otherwise specified, if not set by the Issuer prior to the first solicitation of a Holder made by any Person in respect of any such action, or in the case of any such vote, prior to such vote, any such record date shall be the later of 30 days prior to the first solicitation of such consent or vote or the date of the most recent list of Holders furnished to the Trustee prior to such solicitation or vote. If any record date is set pursuant to this clause (e), the Holders on such record date, and only such Holders, shall be entitled to make, give or take such request, demand, authorization, direction, notice, consent, waiver or other action (including revocation of any action), whether or not such Holders remain Holders after such record date; provided that no such action shall be effective hereunder unless made, given or taken on or prior to the applicable Expiration Date by Holders of the requisite principal amount of Notes of such series, or each affected Holder, as applicable, on such record date. Promptly after any record date is set pursuant to this paragraph, the Issuer, at its own expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Trustee in writing and to each Holder in the manner set forth in Section 13.01.

(f) The Trustee may set any day as a record date for the purpose of determining the Holders of any series of Notes entitled to join in the giving or making of (1) any notice of default under Section 6.01(a), (2) any declaration of acceleration referred to in Section 6.02, (3) any direction referred to in Section 6.05 or (4) any request to pursue a remedy referred to in Section 6.06(2). If any record date is set pursuant to this paragraph, the Holders on such record date, and no other Holders, shall be entitled to join in such notice, declaration, request or direction, whether or not such Holders remain Holders after such record date; provided that no such action shall be effective hereunder unless made, given or taken on or prior to the applicable Expiration Date by Holders of the requisite principal amount of Notes of such series or each affected Holder, as applicable, on such record date. Promptly after any record date is set pursuant to this paragraph, the Trustee, at the Issuer's expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Issuer and to each Holder in the manner set forth in Section 13.01.

(g) Without limiting the foregoing, a Holder entitled to take any action hereunder with regard to any particular Note may do so with regard to all or any part of the principal amount of such Note or by one or more duly appointed agents, each of which may do so pursuant to such appointment with regard to all or any part of such principal amount. Any notice given or action taken by a Holder or its agents with regard to different parts of such principal amount pursuant to this paragraph shall have the same effect as if given or taken by separate Holders of each such different part.

(h) Without limiting the generality of the foregoing, a Holder, including a Depositary that is the Holder of a Global Note, may make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders, and a Depositary that is the Holder of a Global Note may provide its proxy or proxies to the beneficial owners of interests in any such Global Note through such Depositary's standing instructions and customary practices.

(i) The Issuer may fix a record date for the purpose of determining the Persons who are beneficial owners of interests in any Global Note held by a Depositary entitled under the procedures of such Depositary, if any, to make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders of the Notes of such series; provided that if such a record date is fixed, only the beneficial owners of interests in such Global Note on such record date or their duly appointed proxy or proxies shall be entitled to make, give or take such request, demand, authorization, direction, notice, consent, waiver or other action, whether or not such beneficial owners remain beneficial owners of interests in such Global Note after such record date. No such request, demand, authorization, direction, notice, consent, waiver or other action shall be effective hereunder unless made, given or taken on or prior to the applicable Expiration Date.

(j) With respect to any record date set pursuant to this Section 1.05, the party hereto that sets such record date may designate any day as the "Expiration Date" and from time to time may change the Expiration Date to any earlier or later day; provided that no such change shall be effective unless notice of the proposed new Expiration Date is given to the other party hereto in writing, and to each Holder of Notes of the applicable series in the manner set forth in Section 13.01, on or prior to the existing Expiration Date. If an Expiration Date is not designated with respect to any record date set pursuant to this Section 1.05, the party hereto which set such record date shall be deemed to have initially designated the 90th day after such record date as the Expiration Date with respect thereto, subject to its right to change the Expiration Date as provided in this clause (j).

## ARTICLE 2

### THE NOTES

#### Section 2.01 Unlimited in Amount, Issuable in Series, Form and Dating.

(a) The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is unlimited. The Notes may be issued in one or more series.

(b) There shall be established in or pursuant to a Board Resolution or an Officers' Certificate pursuant to authority granted under a Board Resolution or established in one or more indentures supplemental hereto authorized by a Board Resolution, prior to the issuance of Notes of any series:

(1) the title of the Notes of such series, whether the Notes rank as senior Notes, senior subordinated Notes or subordinated Notes, or any combination thereof;

(2) the price or prices (expressed as a percentage of the principal amount thereof) at which the Notes of such series will be issued;



(3) the aggregate principal amount of the Notes of such series and any limit upon the aggregate principal amount of the Notes of such series that may be authenticated and delivered under this Indenture (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of such series pursuant to this Article 2);

(4) the date or dates on which the principal on the Notes of such series will be payable and the amount of principal that will be payable;

(5) the rate or rates (which may be fixed or variable) at which the Notes of such series will bear interest, if any, as well as the dates from which interest will accrue, the dates on which the interest will be payable and the record date for the interest payable on any payment date;

(6) the form and terms of guarantees, if any, of the Notes, including the terms of subordination, if any, of such series;

(7) any depositories, interest rate calculation agents or other agents with respect to Notes of such series if other than those appointed herein;

(8) the right, if any, of Holders of the Notes of such series to convert them into common stock or other securities of the Issuer, including any provisions to prevent dilution of such conversion rights;

(9) the place or places where the principal, premium, if any, and interest, if any, on the Notes of such series will be payable and where the Notes which are in registered form can be presented for registration of transfer or exchange and the identification of any depository or depositories for any Global Notes;

(10) the provisions, if any, regarding the Issuer's right to redeem, repay or purchase Notes of such series, in whole or in part, or the right of the Holders to require the Issuer to redeem, repay or purchase Notes of such series, in whole or in part;

(11) the provisions, if any, requiring or permitting the Issuer to make payments in a sinking fund or analogous provision to be used to redeem the Notes of such series or a purchase fund or analogous provision to purchase the Notes of such series;

(12) if other than denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof, the denominations in which Notes of such series shall be issuable;

(13) the percentage of the principal amount at which the Notes of such series will be issued and, if other than the full principal amount thereof, the percentage of the principal amount of the Notes of such series which is payable if maturity of such Notes is accelerated because of an Event of Default;

(14) the currency or currencies in which principal, premium, if any, and interest, if any, of the Notes of such series will be payable;

(15) if payments of principal of, premium or interest on the Notes of such series will be made in one or more currencies other than that or those in which the Notes of such series are denominated, the manner in which the exchange rate with respect to such payments will be determined;

(16) the manner in which the amounts of payment of principal of, or premium or interest on the Notes of such series will be determined, if these amounts may be determined by reference to an index based on a currency or currency other than that in which the Notes of such series are denominated or designated to be payable;

(17) the provisions, if any, relating to any security provided for the Notes of such series;

(18) any addition to or change in the Events of Default with respect to the Notes of a particular series and any change in the right of the Trustee or the requisite Holders of such Notes to declare the principal amount thereof due and payable pursuant to Section 6.02 hereof;

(19) any addition to, change in or deletion from, the covenants set forth in Articles 4 or 5 that applies to the Notes of such series;

(20) the Trustee, Registrar or Paying Agent for the series of Notes, if different than U.S. Bank Trust Company, National Association;

(21) the Collateral Agent for the series of Notes, if different than JPMorgan Chase Bank, N.A.;

(22) if applicable, that the Notes of such series, in whole or in specific part, shall be defeasible pursuant to Sections 8.02 and 8.03 hereof and, if other than by a Board Resolution, the manner in which any election by the Issuer to defease such Notes shall be evidenced; and

(23) any other terms of such series (which terms may modify, supplement or delete any provision of this Indenture with respect to such series; provided, however, that no such term may modify or delete any provision hereof if imposed by the Trust Indenture Act; and provided, further, that any modification or deletion of the rights, duties or immunities of the Trustee hereunder shall have been consented to in writing by the Trustee).

(c) All Notes of any series shall be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to such Board Resolution or Officers' Certificate or in any such indenture supplemental hereto.

(d) The principal of and any interest on the Notes shall be payable at the office or agency of the Issuer designated in the form of Note for the applicable series; provided, however, that payment of interest may be made at the option of the Issuer by check mailed to the address of the Person entitled thereto as such address shall appear in the register of Notes referred to in Section 2.03 hereof.

(e) Each Note shall be in one of the forms approved from time to time by or pursuant to a Board Resolution or Officers' Certificate, or established in one or more indentures supplemental hereto. Prior to the delivery of a Note to the Trustee for authentication in any form approved by or pursuant to a Board Resolution or Officers' Certificate, the Issuer shall deliver to the Trustee the Board Resolution or Officers' Certificate by or pursuant to which such form of Note has been approved, which Board Resolution or Officers' Certificate shall have attached thereto a true and correct copy of the form of Note that has been approved by or pursuant thereto. The Issuer shall also deliver to the Trustee an Officers' Certificate and an Opinion of Counsel complying with Section 13.03.

(f) The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note shall be dated the date of its authentication.

#### Section 2.02 Execution and Authentication.

(a) At least one Officer shall execute the Notes on behalf of the Issuer by manual, facsimile or portable document format (“PDF”) signature. If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note shall nevertheless be valid.

(b) A Note shall not be entitled to any benefit under this Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of an authorized signatory of the Trustee. The signature shall be conclusive evidence that the Note has been duly authenticated and delivered under this Indenture.

(c) On the issue date in respect of any series of Notes, the Trustee shall, upon receipt of a written order of the Issuer signed by an Officer (an “Authentication Order”), authenticate and deliver the Notes of such series. In addition, at any time and from time to time, the Trustee shall, upon receipt of an Authentication Order, authenticate and deliver any additional Notes of such series in an aggregate principal amount specified in such Authentication Order for such additional Notes issued hereunder.

(d) The Trustee may appoint an authenticating agent acceptable to the Issuer to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Issuer.

(e) The Issuer will be responsible for making calculations called for under the Notes, including but not limited to determination of redemption price, premium, if any, and any additional amounts or other amounts payable on the Notes. The Issuer will make the calculations in good faith and, absent manifest error, its calculations will be final and binding on the Holders. The Issuer will provide a schedule of their calculations to the Trustee when requested by the Trustee, and the Trustee is entitled to rely conclusively on the accuracy of the Issuer’s calculations without independent verification and shall be fully protected in relying upon such calculations.

#### Section 2.03 Registrar and Paying Agent.

(a) The Issuer shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange (“Registrar”) and at least one office or agency where Notes may be presented for payment (“Paying Agent”). The Registrar shall keep a register of the Notes (“Note Register”) and of their transfer and exchange. The Issuer may appoint one or more co-registrars and one or more additional paying agents. The term “Registrar” includes any co-registrar, and the term “Paying Agent” includes any additional paying agent. The Issuer may change any Paying Agent or Registrar without prior notice to any Holder. The Issuer shall notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Issuer fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Issuer or any of its Restricted Subsidiaries may act as Paying Agent or Registrar.

(b) The Issuer initially appoints DTC to act as Depositary with respect to the Global Notes. The Issuer initially appoints the Trustee at its Corporate Trust Office to act as Paying Agent and Registrar for the Notes and to act as Custodian with respect to the Global Notes.

#### Section 2.04 Paying Agent to Hold Money in Trust.

The Issuer shall, no later than 11:00 a.m. (New York City time) on each due date for the payment of principal, premium, if any, and interest on any of the Notes, deposit with a Paying Agent a sum sufficient to pay such amount, such sum to be held in trust for the Holders entitled to the same, and (unless such Paying Agent is the Trustee) the Issuer shall promptly notify the Trustee of its action or failure so to act. The Issuer shall require each Paying Agent other than the Trustee to agree in writing that such Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by such Paying Agent for the payment of principal, premium, if any, and interest on the Notes, and shall notify the Trustee of any default by the Issuer in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, a Paying Agent (if other than the Issuer or a Subsidiary) shall have no further liability for the money. If the Issuer or a Subsidiary acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Issuer, the Trustee shall serve as Paying Agent for the Notes.

#### Section 2.05 Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with Trust Indenture Act Section 312(a). If the Trustee is not the Registrar, the Issuer shall furnish to the Trustee at least five Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders, and the Issuer shall otherwise comply with Trust Indenture Act Section 312(a).

#### Section 2.06 Transfer and Exchange.

(a) Where Notes of a series are presented to the Registrar with a request to register a transfer or to exchange them for an equal principal amount of Notes of the same series of other authorized denominations, the Registrar shall register the transfer or make the exchange if its requirements for such transactions are met. To permit registrations of transfers and exchanges, the Issuer shall issue and the Trustee shall authenticate Notes at the Registrar's request.

(b) No service charge shall be made for any registration of transfer or exchange, but the Issuer and/or the Trustee may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer tax or similar governmental charge payable upon exchanges pursuant to Sections 2.10, 2.15, 3.06 or 9.04).

(c) The Issuer need not issue, and the Registrar need not register the transfer or exchange of, (i) any Note of a particular series during a period beginning at the opening of business 15 days before the day of any selection of Notes of that series for redemption under Section 3.02 and ending at the close of business on the day of selection, or (ii) any Note so selected for redemption in whole or in part, except the unredeemed portion of any Note of that series being redeemed in part.

(d) Any Holder of a Global Note shall, by acceptance of such Global Note, agree that transfers of the beneficial interests in such Global Note may be effected only through a book entry system maintained by the Issuer of such Global Note (or its agent), and that ownership of a beneficial interest in the Global Note shall be required to be reflected in a book entry.

(e) Notwithstanding anything contained herein to the contrary, neither the Trustee nor the Registrar shall be responsible for ascertaining whether any transfer complies with the registration provisions of or exemptions from the Securities Act, applicable state securities laws, or other applicable law.

#### Section 2.07 Replacement Notes.

If a mutilated Note is surrendered to the Trustee or if a Holder claims that its Note has been lost, destroyed or wrongfully taken and the Trustee and the Issuer receive evidence to their satisfaction of the ownership and loss, destruction or theft of such Note, the Issuer shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's requirements are otherwise met. If required by the Trustee or the Issuer, an indemnity bond must be provided by the Holder that is sufficient in the judgment of the Trustee and the Issuer to protect the Issuer, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Issuer and/or the Trustee may charge the Holder for the expenses of the Issuer and the Trustee in replacing a Note. Every replacement Note is a contractual obligation of the Issuer and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder. Notwithstanding the foregoing provisions of this Section 2.07, in case any mutilated, lost, destroyed or wrongfully taken Note has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Note, pay such Note.

#### Section 2.08 Outstanding Notes.

(a) The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section 2.08 as not outstanding. Except as set forth in Section 2.09, a Note does not cease to be outstanding because the Issuer or an Affiliate of the Issuer holds the Note.

(b) If a Note is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a protected purchaser, as such term is defined in Section 8-303 of the Uniform Commercial Code in effect in the State of New York.

(c) If the principal amount of any Note is considered paid under Section 4.01, it ceases to be outstanding and interest on it ceases to accrue from and after the date of such payment.

(d) If a Paying Agent (other than the Issuer, a Subsidiary or an Affiliate of any thereof) holds, on the maturity date, or any redemption date, money sufficient to pay Notes of such series payable or to be redeemed or purchased on that date, then on and after that date such Notes shall be deemed to be no longer outstanding and shall cease to accrue interest.

#### Section 2.09 Treasury Notes.

In determining whether the Holders of the requisite principal amount of Notes of each series have concurred in any direction, waiver or consent, Notes owned by the Issuer, or by any Affiliate of the Issuer, shall be considered as though not outstanding with respect to such series, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, the Trustee may rely on the list of Holders it is required to maintain in accordance with Section 2.05 in determining what Notes are so owned. Notes so owned which have been pledged in good faith shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right to deliver any such direction, waiver or consent with respect to the Notes and that the pledgee is not the Issuer or any obligor upon the Notes or any Affiliate of the Issuer or of such other obligor.

Section 2.10 Temporary Notes.

Until definitive Notes are ready for delivery, the Issuer may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of definitive Notes but may have variations that the Issuer considers appropriate for temporary Notes and as shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Issuer shall prepare and the Trustee shall, in accordance with Section 2.02, authenticate definitive Notes in exchange for temporary Notes. Holders and beneficial holders, as the case may be, of temporary Notes shall be entitled to all of the benefits accorded to Holders, or beneficial holders, respectively, of Notes under this Indenture.

Section 2.11 Cancellation.

The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee or, at the direction of the Trustee, the Registrar or the Paying Agent and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall destroy cancelled Notes in accordance with its customary procedures (subject to the record retention requirement of the Exchange Act). Certification of the destruction of all cancelled Notes shall, upon the written request of the Issuer, be delivered to the Issuer. The Issuer may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation.

Section 2.12 Defaulted Interest.

(a) If the Issuer defaults in a payment of interest on the Notes, it shall pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date, in each case at the rate provided in the Notes and in Section 4.01. The Issuer shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment, and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such defaulted interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such defaulted interest as provided in this Section 2.12. The Trustee shall fix or cause to be fixed each such special record date and payment date; provided that no such special record date shall be less than 10 days prior to the related payment date for such defaulted interest. The Trustee shall promptly notify the Issuer of such special record date. At least 15 days before the special record date, the Issuer (or, upon the written request of the Issuer, the Trustee in the name and at the expense of the Issuer) shall deliver, or cause to be delivered to each Holder a notice at its address as it appears in the Note Register that states the special record date, the related payment date and the amount of such interest to be paid.

(b) Subject to the foregoing provisions of this Section 2.12 and for greater certainty, each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue interest, which were carried by such other Note.

### Section 2.13 CUSIP and ISIN Numbers

The Issuer in issuing any series of Notes may use “CUSIP” numbers (if then generally in use), and, if so, the Trustee shall use “CUSIP” numbers in notices as a convenience to Holders; provided, however, the Trustee shall have no liability for any defect in the CUSIP number as they appear on any Notes, notice or elsewhere, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on such Notes or as contained in any notice and that reliance may be placed only on the other identification numbers printed on such Notes, and any such action relating to such notice shall not be affected by any defect in or omission of such numbers in such notice. The Issuer shall promptly notify the Trustee of any change in the “CUSIP” numbers.

### Section 2.14 Special Record Dates

(a) The Issuer may, but shall not be obligated to, set a record date for the purpose of determining the identity of Holders of any series of Notes entitled to consent to any supplement, amendment or waiver permitted by this Indenture. If a record date is fixed, the Holders of Notes of that series outstanding on such record date, and no other Holders, shall be entitled to consent to such supplement, amendment or waiver or revoke any consent previously given, whether or not such Holders remain Holders after such record date. No consent shall be valid or effective for more than 90 days after such record date unless consents from Holders of the principal amount of Notes of that series required hereunder for such amendment or waiver to be effective shall have also been given and not revoked within such 90-day period.

(b) The Issuer may, but shall not be obligated to, fix any day as a record date for the purpose of determining the Holders of any series of Notes entitled to join in the giving or making of any notice of Default, any declaration of acceleration, any request to institute proceedings or any other similar direction. If a record date is fixed, the Holders of Notes of that series outstanding on such record date, and no other Holders, shall be entitled to join in such notice, declaration, request or direction, whether or not such Holders remain Holders after such record date; provided, however, that no such action shall be effective hereunder unless taken on or prior to the date 90 days after such record date. In setting such record date, the provisions of the last sentence of Trust Indenture Act Section 316(c) shall not apply.

### Section 2.15 Global Notes.

(a) A Board Resolution, a supplemental indenture hereto or an Officers’ Certificate shall establish whether the Notes of a series shall be issued in whole or in part in the form of one or more Global Notes and the Depositary for such Global Notes or Notes. The Issuer and each of the Guarantors, the Trustee and each Agent are hereby authorized to act in accordance with the applicable procedures of DTC or such other depository for a series of Notes as in effect from time to time.

(b) Notwithstanding any provisions to the contrary contained in Section 2.06 of this Indenture and in addition thereto, any Global Note shall be exchangeable pursuant to Section 2.06 of this Indenture for securities registered in the names of Holders other than the Depositary for such Note or its nominee only if (i) such Depositary notifies the Issuer that it is unwilling or unable to continue as Depositary for such Global Note or if at any time such Depositary ceases to be a clearing agency registered under the Exchange Act, and, in either case, the Issuer fails to appoint a successor Depositary within 90 days of such event, (ii) the Issuer executes and delivers to the Trustee an Officers’ Certificate to the effect that such Global Note shall be so exchangeable or (iii) an Event of Default with respect to the Notes represented by such Global Note has occurred and is continuing. Any Global Note that is exchangeable pursuant to the preceding sentence shall be exchangeable for Notes registered in such names as the Depositary shall direct in writing in an aggregate principal amount equal to the principal amount of the Global Notes with like tenor and terms.

(c) Except as provided in this paragraph (b) of this Section, a Global Note may not be transferred except as a whole by the Depositary with respect to such Global Note to a nominee of such Depositary, by a nominee of such Depositary to such Depositary or another nominee of such Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such a successor Depositary.

(d) Members of, or participants in, the Depositary shall have no rights under this Indenture with respect to any Global Note held on their behalf by the Depositary, or the Trustee as its custodian, or under the Global Note, and the Depositary may be treated by the Issuer, the Trustee and any agent of the Issuer or the Trustee as the absolute owner of the Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuer, the Trustee or any agent of the Issuer or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and participants, the operation of customary practices governing the exercise of the rights of a Holder of any Note.

(e) Neither the Issuer nor the Trustee is responsible or liable for the actions or inactions or the rules and procedures of the Depositary.

(f) Neither the Trustee nor the Registrar shall have any duty to monitor the Issuer's compliance with or have any responsibility with respect to the Issuer's compliance with any federal or state securities laws in connection with registrations of transfers and exchanges of the Notes. The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Notes (including any transfers between or among the Participants or beneficial owners of interests in any Global Note) other than to require delivery of such certificates and other documentation, as is expressly required by, and to do so if and when expressly required by, the terms of this Indenture and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(g) None of the Trustee or any Agent shall have any responsibility or obligation to any beneficial owner in a Global Note, a Participant or other Person with respect to the accuracy of the records of the Depositary or its nominee or of any Participant, with respect to any ownership interest in the Notes or with respect to the delivery to any Participant, beneficial owner or other Person (other than the Depositary or its nominee) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders under the Notes and this Indenture shall be given or made only to or upon the order of the Holders (which shall be the Depositary or its nominee in the case of the Global Note). The rights of beneficial owners in the Global Note shall be exercised only through the Depositary subject to the applicable procedures of such Depositary. The Trustee and the Agents shall be entitled to rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its members, Participant and any beneficial owners. The Trustee and the Agents shall be entitled to deal with the Depositary, and any nominee thereof, that is the registered holder of any Global Note for all purposes of this Indenture relating to such Global Note (including the payment of principal, premium, if any, and interest and additional amounts, if any, and the giving of instructions or directions by or to the owner or holder of a beneficial ownership interest in such Global Note) as the sole holder of such Global Note and shall have no obligations to the beneficial owners thereof. None of the Trustee or any Agent shall have any responsibility or liability for any acts or omissions of the Depositary with respect to such Global Note for the records of any such Depositary, including records in respect of beneficial ownership interests in respect of any such Global Note, for any transactions between the Depositary and any Participant or between or among the Depositary, any such Participant and/or any holder or owner of a beneficial interest in such Global Note, or for any transfers of beneficial interests in any such Global Note.

(h) Any Global Note issued hereunder for which the depository is DTC shall bear a legend in substantially the following form or as otherwise required by the applicable procedures of DTC at the time:



“Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), New York, New York, to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as may be requested by an authorized representative of DTC (and any payment is made to Cede & Co. or such other entity as may be requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co. has an interest herein.”

“Transfer of this Global Note shall be limited to transfers in whole, but not in part, to nominees of DTC or to a successor thereof or such successor’s nominee and limited to transfers made in accordance with the restrictions set forth in the Indenture referred to herein.”

(i) The Depository, as a Holder, may appoint agents and otherwise authorize participants to give or take any request, demand, authorization, direction, notice, consent, waiver or other action which a Holder is entitled to give or take under this Indenture.

(j) Notwithstanding the other provisions of this Indenture, unless otherwise specified as contemplated by Section 2.01 hereof, payment of the principal of and interest, if any, on any Global Note shall be made to the Person specified therein.

(k) Except as provided in paragraph (g) of this Section, the Issuer, the Trustee and any Agent shall treat a Person as the Holder of such principal amount of outstanding Notes of such series represented by a Global Notes as shall be specified in a written statement of the Depository with respect to such Global Notes, for purposes of obtaining any consents, declarations or directions required to be given by the Holders pursuant to this Indenture.

### ARTICLE 3

#### REDEMPTION

There may be established by a Board Resolution, Officers’ Certificate or indenture supplemental hereto, redemption, amortization and sinking fund provisions for any series of Notes; and the provisions of this Article 3 shall be applicable to the Notes of any series that are redeemable prior to their Stated Maturity or to any sinking fund for the retirement of Notes of any series except as otherwise specified as contemplated by Section 2.01 for Notes of such series.

In addition, the Issuer and its Affiliates may purchase Notes from the Holders thereof from time to time, either in the open market at prevailing prices or in private transactions at negotiated prices or otherwise. Any Notes purchased by the Issuer or any of its Affiliates may, at the purchaser’s discretion, be held, resold or canceled.

#### Section 3.01 Notices to Trustee.

If the Issuer elects to redeem Notes, it shall furnish to the Trustee, at least 10 days before notice of redemption is required to be delivered or caused to be delivered to Holders pursuant to Section 3.03 (unless a shorter notice shall be agreed to by the Trustee) but not more than 60 days (subject to Section 3.03(a)) before a redemption date (a) an Officers’ Certificate setting forth (1) the paragraph or subparagraph of such Note and/or Section of this Indenture pursuant to which the redemption shall occur, (2) the redemption date, (3) the series and principal amount of Notes to be redeemed and (4) the redemption price, if then ascertainable, and (b) an Opinion of Counsel stating that all conditions precedent for such notice of redemption to Holders have been satisfied. If any such redemption is subject to

compliance with a condition permitted by this Indenture, such Officers' Certificate shall certify that such condition has been complied with or shall certify, if such is the case, any conditions to be complied with, and the Issuer shall give the Trustee prompt notice of such non-compliance, after which the Trustee shall give notice to the Holders in the same manner as the related notice of redemption was given that such conditions have not been complied with and that the redemption shall not occur.

### Section 3.02 Selection of Notes to Be Redeemed or Purchased.

(a) If less than all of the Notes of a series are to be redeemed at any time, the Notes of such series to be redeemed or purchased will be selected (1) if the Notes of such series are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange on which such Notes of such series are listed, (2) if such Notes are not so listed, on a *pro rata* basis to the extent practicable, or (3) by lot or by such other similar method in accordance with the procedures of DTC, subject to the applicable rules and procedures of the Depository. In the event of partial redemption or purchase by lot, the particular Notes to be redeemed or purchased shall be selected, unless otherwise provided herein, not less than 10 nor more than 60 days (subject to Section 3.03(a)) prior to the redemption date from the then outstanding Notes not previously called for redemption or purchase.

(b) Notes of a series and portions of Notes of a series selected for redemption or purchase shall be in amounts of \$1,000 or whole multiples of \$1,000 in excess thereof; no Notes of \$2,000 or less shall be redeemed in part, except that if all of the Notes of a series of a Holder are to be redeemed or purchased, the entire outstanding amount of Notes of such series held by such Holder shall be redeemed or purchased. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption or purchase also apply to portions of Notes called for redemption or purchase.

(c) After the redemption date, upon surrender of a Note of a series to be redeemed in part only, a new Note or Notes of such series in principal amount equal to the unredeemed portion of the original Note of such series representing the same Indebtedness to the extent not redeemed shall be issued in the name of the Holder of the Notes upon cancellation of the original Note (or appropriate book entries shall be made to reflect such partial redemption).

### Section 3.03 Notice of Redemption.

(a) The Issuer shall deliver, or cause to be delivered (or, in the case of Notes held in book-entry form, by electronic transmission) notices of redemption of Notes at least 10 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed pursuant to this Article at such Holder's registered address or otherwise in accordance with the applicable procedures of the Depository, except that redemption notices may be delivered more than 60 days prior to a redemption date if the notice is issued in connection with Article 8 or Article 12.

(b) The notice shall identify the series of Notes (including CUSIP number) to be redeemed and shall state:

- (1) the redemption date;
- (2) the redemption price, including the portion thereof representing any accrued and unpaid interest;
- (3) if any Note is to be redeemed in part only, the portion of the principal amount of that Note that is to be redeemed;

- (4) the name and address of the Paying Agent;
- (5) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;
- (6) that, unless the Issuer defaults in making such redemption payment or the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture, interest on Notes called for redemption ceases to accrue on and after the redemption date;
- (7) the paragraph or subparagraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed;
- (8) that no representation is made as to the correctness or accuracy of the CUSIP or ISIN number listed in such notice or printed on the Notes; and
- (9) if applicable, any condition to such redemption.

(c) At the Issuer's request, the Trustee shall give the notice of redemption in the Issuer's name and at the Issuer's expense; provided that the Issuer shall have delivered to the Trustee, at least five business days before notice of redemption is required to be delivered or caused to be delivered to Holders pursuant to this Section 3.03 (or such shorter period as agreed to by the Trustee), an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in Section 3.03(b) and an Opinion of Counsel as provided in Section 3.01.

#### Section 3.04 Effect of Notice of Redemption.

Once notice of redemption is delivered in accordance with Section 3.03, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price. The notice, if delivered in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. In any case, failure to give such notice or any defect in the notice to the Holder of any Note designated for redemption in whole or in part shall not affect the validity of the proceedings for the redemption of any other Note. Subject to Section 3.05, on and after the redemption date, interest ceases to accrue on Notes or portions of Notes called for redemption.

#### Section 3.05 Deposit of Redemption or Purchase Price.

(a) No later than 11:00 a.m. (New York City time) on the Business Day prior to the redemption or purchase date, the Issuer shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption or purchase price of and accrued and unpaid interest on all Notes to be redeemed or purchased on that date, subject to the right of Holders on the relevant record date to receive interest due on an interest payment date falling on or prior to the redemption or purchase date. The Paying Agent shall promptly deliver to each Holder whose Notes are to be redeemed or repurchased the applicable redemption or purchase price thereof and accrued and unpaid interest thereon. The Trustee or the Paying Agent shall promptly return to the Issuer any money deposited with the Trustee or the Paying Agent by the Issuer in excess of the amounts necessary to pay the redemption or purchase price of, and accrued and unpaid interest on, all Notes to be redeemed or purchased.

(b) If the Issuer complies with the provisions of Section 3.05(a), on and after the redemption or purchase date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption or purchase. If a Note is redeemed or purchased on or after a Record Date but on or prior to the related interest payment date, then any accrued and unpaid interest to the redemption or purchase date shall be paid on the relevant interest payment date to the Person in whose name such Note was registered

at the close of business on such Record Date. If any Note called for redemption or purchase shall not be so paid upon surrender for redemption or purchase because of the failure of the Issuer to comply with Section 3.05(a), interest shall be paid on the unpaid principal, from the redemption or purchase date until such principal is paid, and to the extent lawful on any interest accrued to the redemption or purchase date not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01.

Section 3.06 Notes Redeemed or Purchased in Part.

Upon surrender of a Note that is redeemed or purchased in part, the Issuer shall issue and, upon receipt of an Authentication Order, the Trustee shall promptly authenticate and deliver to the Holder (or cause to be transferred by book entry) at the expense of the Issuer a new Note equal in principal amount to the unredeemed or unpurchased portion of the Note surrendered representing the same Indebtedness to the extent not redeemed or purchased; provided that each new Note shall be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof.

ARTICLE 4

COVENANTS

Section 4.01 Payment of Notes.

(a) The Issuer will pay or cause to be paid the principal, premium, if any, and interest on the Notes on the dates and in the manner provided in the Notes. Principal, premium, if any, and interest shall be considered paid on the date due if the Paying Agent, if other than one of the Issuer or a Subsidiary, holds as of noon, New York City time, on the due date money deposited by the Issuer in immediately available funds and designated for and sufficient to pay the principal, premium, if any, and interest then due.

(b) The Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, at the rate equal to the then applicable interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

Section 4.02 Maintenance of Office or Agency.

(a) The Issuer shall maintain an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuer and the Guarantors in respect of the Notes and this Indenture may be served. The Issuer shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

(b) The Issuer may also from time to time designate additional offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations. The Issuer shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

(c) The Issuer hereby designates the Corporate Trust Office of the Trustee as one such office or agency of the Issuer in accordance with Section 2.03.

#### Section 4.03 Reports and Other Information.

The reporting obligations of the Issuer under the Notes of a particular series will be as set forth in this Section 4.03 unless otherwise established in the manner contemplated by Section 2.01 for that particular series of Notes.

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

(b) In the event that the Issuer is not permitted to file such reports, documents and information with the SEC pursuant to the Exchange Act, the Issuer will nevertheless make available such Exchange Act reports, documents and information to the Trustee and the Holders as if the Issuer were subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act within the time periods specified therein or in the relevant forms, which requirement may be satisfied by posting such reports, documents and information on its website within the time periods specified by this Section 4.03.

(c) In addition, no later than five Business Days after the date the quarterly and annual financial information for the prior fiscal period have been furnished pursuant to Section 4.03(a) or (b), the Issuer shall also hold live quarterly conference calls with the opportunity to ask questions of management. No fewer than three Business Days prior to the date such conference call is to be held, the Issuer shall issue a press release to the appropriate U.S. wire services announcing such quarterly conference call for the benefit of the Trustee, the Holders, beneficial owners of the Notes, prospective investors in the Notes, and securities analysts and market making financial institutions, which press release shall contain the time and the date of such conference call and direct the recipients thereof to contact an individual at the Issuer (for whom contact information shall be provided in such notice) to obtain information on how to access such quarterly conference call.

(d) If the Issuer has designated any of its Subsidiaries as Unrestricted Subsidiaries and such Unrestricted Subsidiaries, either individually or collectively, would otherwise have been a Significant Subsidiary, then the quarterly and annual financial information required by this Section 4.03 shall include a reasonably detailed presentation, as determined in good faith by the Chief Executive Officer and the Chief Financial Officer of the Issuer, either on the face of the financial statements or in the footnotes to the financial statements and in the "Management's discussion and analysis of financial condition and results of operations" section, of the financial condition and results of operations of the Issuer and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries.

(e) For purposes of this Section 4.03, the Issuer and the Guarantors will be deemed to have furnished the reports to the Trustee and the Holders as required by this Section 4.03 if the Issuer has filed such reports with the SEC via the EDGAR filing system and such reports are publicly available. The Issuer shall notify the Trustee of any failure to make required filings of reports via the EDGAR filing system within the deadlines set forth in this Section 4.03.

(f) Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

#### Section 4.04 Compliance Certificate.

(a) The Issuer will deliver to the Trustee, within 90 days after the end of each fiscal year (which, as of the date hereof, ends on December 31 of each year), a certificate from the principal executive officer, principal financial officer or principal accounting officer stating that a review of the activities of the Issuer and its Restricted Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officer with a view to determining whether the Issuer and each Guarantor have kept, observed, performed and fulfilled their obligations under this Indenture, and further stating, as to such Officer signing such certificate, that to the best of his or her knowledge, the Issuer and each Guarantor have kept, observed, performed and fulfilled each and every condition and covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions, covenants and conditions of this Indenture (or, if a Default shall have occurred, describing all such Defaults of which he or she may have knowledge and what action the Issuer is taking or propose to take with respect thereto).

(b) When any Default or Event of Default has occurred and is continuing under this Indenture, or if the Trustee or the holder of any other evidence of Indebtedness of the Issuer or any Subsidiary gives any notice or takes any other action with respect to a claimed Default or Event of Default, the Issuer shall promptly (which shall be no more than 10 days following the date on which the Issuer becomes aware of such Default or Event of Default, receives such notice or becomes aware of such action, as applicable) send to the Trustee an Officers' Certificate specifying such event, its status and what action the Issuer is taking or proposes to take with respect thereto.

Section 4.05 Taxes.

The Issuer shall pay, and shall cause each of its Restricted Subsidiaries to pay, prior to delinquency, all material taxes, assessments and governmental levies except such as are contested in good faith and by appropriate negotiations or proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders.

Section 4.06 Stay, Extension and Usury Laws.

The Issuer and each Guarantor covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer and each Guarantor (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenant that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee or the Collateral Agent but shall suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.07 Corporate Existence.

Subject to Article 5, the Issuer shall do or cause to be done all things necessary to preserve and keep in full force and effect (1) its corporate existence and the corporate, partnership, limited liability company or other existence of each of its Restricted Subsidiaries, in accordance with the organizational documents (as the same may be amended from time to time) of the Issuer or any such Restricted Subsidiary and (2) the rights (charter and statutory), licenses and franchises of the Issuer and its Restricted Subsidiaries; provided that the Issuer shall not be required to preserve any such right, license or franchise, or the corporate, partnership, limited liability company or other existence of any of its Restricted Subsidiaries, if the Issuer in good faith shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Issuer and its Restricted Subsidiaries, taken as a whole.

Section 4.08 Additional Subsidiary Guarantees.

This Section 4.08 shall apply to any series of Notes only if Guarantees of such series have been established pursuant to Article 10.

At any time prior to the Collateral Release Date, if any Restricted Subsidiary of the Issuer other than a Guarantor (i) guarantees any Indebtedness under the Senior Credit Facility, any other First Lien Obligations or any Junior Lien Obligations or (ii) if the Issuer or the Guarantors have no Indebtedness outstanding, and all commitments thereunder have been terminated under the Senior Credit Facility, any other First Lien Obligations or any Junior Lien Obligations, guarantees any Additional Indebtedness, then within 30 days thereof, the Issuer shall cause such Restricted Subsidiary to execute and deliver to the Trustee a supplemental indenture to this Indenture, the form of which is attached as Exhibit C hereto, pursuant to which such Restricted Subsidiary will unconditionally guarantee, on a joint and several basis, payment of the Notes of such series on the same terms and conditions as those applicable to the Guarantors under this Indenture and will deliver to the Trustee an Officers' Certificate and Opinion of Counsel that such supplemental indenture is authorized or permitted by this Indenture, and an Opinion of Counsel that such supplemental indenture has been duly authorized, executed and delivered and constitutes a legally valid and enforceable obligation (subject to customary qualifications

and exceptions). Any such Guarantor shall be an Unsecured Guarantor unless such Restricted Subsidiary grants any Lien to secure any Indebtedness described in clause (i) or (ii) of the preceding sentence, in which case, and only such case, such Restricted Subsidiary shall grant a first-priority perfected security interest in the Collateral as security for the Notes of such series, shall execute and deliver to the Trustee joinders to any applicable Security Document for the benefit of the Holders of the Notes of such series and shall be a "Secured Guarantor" for all purposes under this Indenture.

In addition, the Issuer may elect, in its sole discretion, to cause any Restricted Subsidiary that is not otherwise required to be a Guarantor to become a Guarantor by complying with the applicable provisions of the preceding paragraph until such Restricted Subsidiary's Guarantee with respect to the Notes of such series is released in accordance with the Indenture.

Each Restricted Subsidiary that becomes a Secured Guarantor on or after the issue date of the Notes of the particular series shall also, as promptly as practicable, execute and deliver such other security instruments, financing statements and certificates and opinions of counsel (to the extent, and substantially in the form, delivered on the issue date of the Notes of the particular series as may be necessary to vest in the Collateral Agent a security interest that is *pari passu* in priority to the Senior Credit Facility and the other First Lien Obligations (subject to Permitted Liens)) in the manner and to the extent set forth in the Security Documents and this Indenture in properties and assets of the type constituting Collateral as security for the Notes or the Guarantees of such series, and thereupon all provisions of this Indenture relating to the Collateral shall be deemed to relate to such properties and assets to the same extent and with the same force and effect.

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

Each Guarantee shall be released in accordance with the provisions of Section 10.06. Upon the release of any Secured Guarantor from its Guarantee, the Liens granted by such Secured Guarantor under the Security Documents will also be automatically released, and the Trustee, subject to Section 11.05(f), and the Collateral Agent will execute such documents confirming such release as the Issuer or such Secured Guarantor may request (such documents to be in form and substance reasonably satisfactory to the Person being requested to execute the same).

#### Section 4.09 Limitation on Mortgages.

(a) Nothing in this Indenture or in the Notes of any particular series shall in any way restrict or prevent the Issuer or any Subsidiary from incurring any Indebtedness; provided, however, that subject to Section 4.11, neither the Issuer nor any of its Subsidiaries will issue, assume or guarantee any indebtedness or obligation secured by Mortgages (other than Permitted Liens) upon any Principal Property, unless the Notes of such series shall be secured equally and ratably with (or prior to) such Indebtedness. This restriction will not apply to:

(1) Mortgages securing all or any part of the purchase price of property acquired or cost of construction of property or cost of additions, substantial repairs, alterations or improvements or property, if the Indebtedness and the related Mortgages are incurred within 12 months of the later of the acquisition or completion of construction and full operation or additions, repairs, alterations or improvements;

(2) Mortgages existing on property at the time of its acquisition by the Issuer or a Subsidiary or on the property of a Person at the time of the acquisition of such Person by the Issuer or a Subsidiary (including acquisitions through merger or consolidation);

(3) Mortgages to secure Indebtedness on which the interest payments to holders of the related indebtedness are excludable from gross income for federal income tax purposes under Section 103 of the Code;

(4) Mortgages in favor of the Issuer or any Subsidiary;

(5) Mortgages existing on the date of this Indenture;

(6) Mortgages in favor of a government or governmental entity that (i) secure Indebtedness which is guaranteed by the government or governmental entity, (ii) secure Indebtedness incurred to finance all or some of the purchase price or cost of construction of goods, products or facilities produced under contract or subcontract for the government or governmental entity, or (iii) secure Indebtedness incurred to finance all or some of the purchase price or cost of construction of the property subject to the Mortgage;

(7) Mortgages incurred in connection with the borrowing of funds where such funds are used to repay, within 120 days after entering into such Mortgage, Indebtedness in the same principal amount secured by other Mortgages on Principal Property with at least the same appraised fair market value; and

(8) any extension, renewal or replacement of any Mortgage referred to in clauses (1) through (7) above; provided the amount secured is not increased and such extension, renewal or replacement Mortgage relates to the same property.

(b) Notwithstanding Section 4.09(a), the Issuer and its Subsidiaries may issue, assume or guarantee Indebtedness secured by Mortgages pursuant to Section 4.11.

#### Section 4.10 Limitation on Sale and Lease-Back Transactions.

(a) Subject to Section 4.11, neither the Issuer nor any Subsidiary will, after the issue date of the Notes of the particular series, enter into any Sale and Lease-Back Transaction with respect to any Principal Property with another person (other than with the Issuer or a Subsidiary) unless either:

(1) the Issuer or such Subsidiary could incur indebtedness secured by a mortgage on the property to be leased without equally and ratably securing the Notes of such series; or

(2) within 150 days, the Issuer applies the greater of the net proceeds of the sale of the leased property or the fair value of the leased property, net of all Notes of such series delivered under this Indenture, to the voluntary retirement of the Funded Debt of the Issuer and its Restricted Subsidiaries and/or the acquisition or construction of a Principal Property.

(b) Section 4.10(a) shall not apply to any Sale and Lease-Back Transaction that is in effect on the issue date of the Notes of the particular series and any renewals or extensions thereof; provided that if any Principal Property is substituted for a Principal Property that is a subject of a Sale and Lease-Back Transaction that is in effect on the issue date of the Notes of the particular series, for purposes of Section 4.11, any increase in Attributable Indebtedness shall be counted as Indebtedness for purposes of the calculation set forth thereunder.



Section 4.11 Exempted Transactions.

Notwithstanding Sections 4.09 and 4.10, if the aggregate outstanding principal amount of all Indebtedness of the Issuer and its Subsidiaries that is subject to and not otherwise permitted under Sections 4.09 and 4.10 does not exceed 15.0% of the Consolidated Net Tangible Assets of the Issuer and its Subsidiaries, then:

(1) the Issuer or any of its Subsidiaries may issue, assume or guarantee Indebtedness secured by Mortgages without any requirement to equally and ratably secure the Notes of a particular series; and

(2) the Issuer or any of its Subsidiaries may enter into any Sale and Lease-Back Transaction.

Section 4.12 Release of Collateral and Guarantees Upon Investment Grade Rating Event.

This Section 4.12 shall apply to any series of Notes only if Guarantees of such series have been established pursuant to Article 10 and Collateral securing such series has been established pursuant to Article 11, as applicable.

If on any date following the issue date of the Notes of the particular series, (i)(1) the Notes of such series have Investment Grade Ratings from both Rating Agencies; and (2) no Default has occurred and is continuing under this Indenture, (the occurrence of the events described in the foregoing clauses (1) and (2) being collectively referred to as an “Investment Grade Rating Event”) and (ii) the terms of all other First Lien Obligations and Junior Lien Obligations provide that the Liens on the Collateral securing such First Lien Obligations and Junior Lien Obligations shall be, and substantially concurrently are, released, then, beginning on that day (such date, the “Collateral Release Date”), the Guarantees of such series shall be released (to the extent the guarantees by the Guarantors of all other First Lien Obligations and Junior Lien Obligations are also released, whether or not such other guarantees can be reinstated), the Liens on the Collateral securing the Notes, the Notes Obligations and the Guarantees of the Secured Guarantors, in each case with respect to such series, shall be released, and the Issuer and its Restricted Subsidiaries will not be subject to Section 4.08 or Section 11.04. In the event the Liens on the Collateral securing the Notes and the Notes Obligations and the Guarantees of such series are released and Section 4.08 is no longer in effect upon an Investment Grade Rating Event, the Collateral securing the Notes, the Notes Obligations and the Guarantees of the Secured Guarantors, and the Guarantees of the Guarantors, in each case with respect to such series, shall not be reinstated upon any subsequent downgrade or withdrawal of the Investment Grade Ratings, even if the collateral and the guarantees are reinstated with respect to other First Lien Obligations and Junior Lien Obligations. For the avoidance of doubt, an Investment Grade Rating Event has occurred as of the date hereof.

ARTICLE 5

SUCCESSORS

Section 5.01 Merger, Consolidation or Sale of All or Substantially All Assets.

(a) The Issuer may consolidate with or merge into, or transfer or lease all or substantially all of its assets to another Person (whether or not the Issuer is the surviving corporation) without the consent of the Holders of the Notes of a particular series under this Indenture if:

(1) the Issuer is the surviving entity or the Person formed by or surviving any such consolidation or merger, or to whom any such transfer or lease will have been made, is a corporation, partnership, limited partnership, limited liability corporation or trust organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (the Issuer or such Person, as the case may be, being herein called the "Successor Person");

(2) the Successor Person assumes the Issuer's obligations on the Notes of such series and under this Indenture, as if such successor were an original party to this Indenture;

(3) after giving effect to the transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and be continuing;

(4) if, as a result of any such consolidation or merger or such conveyance, transfer or lease, properties or assets of the Issuer would become subject to a mortgage, pledge, lien, security interest or other encumbrance that would not be permitted by this Indenture, the Issuer or such Successor Person, as the case may be, shall take such steps as shall be necessary effectively to secure all the Notes equally and ratably with (or prior to) all indebtedness secured thereby;

(5) each Guarantor, unless it is the other party to the transactions described above, shall have by supplemental indenture confirmed that its Guarantee shall apply to such Person's obligations under this Indenture and the Notes;

(6) prior to the Collateral Release Date (if applicable to the particular series of Notes), the Collateral owned by the successor entity will (a) continue to constitute Collateral under this Indenture and the Security Documents, (b) be subject to a Lien in favor of the Collateral Agent for the benefit of the Trustee and the Holders of the Notes and (c) not be subject to any other Lien, other than Permitted Liens;

(7) prior to the Collateral Release Date (if applicable to the particular series of Notes), to the extent any assets of the Person which is merged or consolidated with or into the Successor Person are assets of the type which would constitute Collateral under the Security Documents, the Successor Person will take such action as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the Security Documents in the manner and to the extent required in this Indenture or any of the Security Documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the Security Documents; and

(8) the Issuer has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel each stating that such consolidation, merger, conveyance, transfer or lease and such supplemental indenture comply with this covenant and that all conditions precedent (including, without limitation, under this Indenture and the Security Documents) provided for relating to such transaction have been complied with.

(b) For purposes of this Section 5.01, the sale, assignment, conveyance, transfer, lease or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Issuer, which properties and assets, if held by the Issuer instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Issuer on a consolidated basis, will be deemed to be the disposition of all or substantially all of the properties and assets of the Issuer.

Section 5.02 Successor Entity Substituted.

(a) Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of the Issuer in accordance with Section 5.01, the Issuer will be released from its obligations under this Indenture, and the Successor Person formed by such consolidation or into or with which the Issuer is merged or wound up or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, winding up, sale, lease, conveyance or other disposition, the provisions of this Indenture referring to the Issuer shall refer instead to the Successor Person and not to the Issuer applicable), and may exercise every right and power of the Issuer under this Indenture and the Notes with the same effect as if such Successor Person had been named as the Issuer herein or therein; provided that (1) subject to clause (2) below, the predecessor Issuer shall not be relieved from the obligation to pay the principal, premium, if any, and interest on the Notes except in the case of a sale, assignment, transfer, conveyance or other disposition of all of the Issuer's assets that meets the requirements of Section 5.01 and (2) in the case of a lease of all or substantially all its assets, the Issuer will not be released from the obligation to pay the principal, premium, if any, and interest on the Notes.

(b) Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of the Issuer in accordance with Section 5.01, (i) the Collateral owned by the Successor Person will (A) continue to constitute Collateral under this Indenture and the Security Documents, (B) be subject to a Lien in favor of the Collateral Agent for the benefit of the Trustee and the Holders of the Notes and (C) not be subject to any other Lien, other than Permitted Liens and other Liens permitted under Section 4.09; and (ii) to the extent any assets of the Person which is merged or consolidated with or into the Successor Person are assets of the type which would constitute Collateral under the Security Documents, the Successor Person will take such action as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the Security Documents in the manner and to the extent required in this Indenture or any of the Security Documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the Security Documents.

ARTICLE 6

DEFAULTS AND REMEDIES

Section 6.01 Events of Default.

(a) Unless otherwise provided in the establishing Board Resolution, Officers' Certificate or supplemental indenture hereto, each of the following is an "Event of Default" applicable to the Notes of any particular series:

- (1) failure to pay the principal or any premium on the Notes of such series when due;
- (2) failure to pay any interest on the Notes of such series when due, and such default continues for a period of 30 days;
- (3) failure to perform, or the breach of, any of our other applicable covenants or warranties in this Indenture with respect to such series, and such default continues for a period of 60 days after written notice by Holders of at least 25% in principal amount of the outstanding Notes of such series;
- (4) default under any mortgage, indenture or instrument under which there is issued or by which there is secured or evidenced any Indebtedness for money borrowed by the Issuer or any of its Restricted Subsidiaries (or the payment of which is guaranteed by the Issuer or any of its Restricted Subsidiaries), other than Indebtedness owed to the Issuer or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists, or is created after the issue date of the Notes of such series, which default:

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

(B) results in the acceleration of such Indebtedness prior to its maturity (the “cross acceleration provision”),

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a payment default or the maturity of which has been so accelerated, aggregates \$100.0 million or more; provided that in connection with any series of Convertible Notes, (a) any conversion of such Indebtedness by a holder thereof into shares of Common Stock, cash or a combination of cash and shares of Common Stock, (b) the rights of holders of such Indebtedness to convert into shares of Common Stock, cash or a combination of cash and shares of Common Stock and (c) the rights of holders of such Indebtedness to require any repurchase by the Issuer of such Indebtedness in cash upon a fundamental change shall not, in itself, constitute an Event of Default under this Section 6.01(a)(4);

(5) failure by the Issuer or any Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary to pay final judgments aggregating in excess of \$100.0 million (net of any amounts that a reputable and creditworthy insurance company has acknowledged liability for in writing), which judgments are not paid, discharged or stayed for a period of 60 days or more after such judgment becomes final (the “judgment default provision”);

(6) the Issuer, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the date of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary, pursuant to or within the meaning of any Bankruptcy Law:

(A) commences proceedings to be adjudicated bankrupt or insolvent;

(B) consents to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking an arrangement of debt, reorganization, dissolution, winding up or relief under applicable Bankruptcy Law;

(C) consents to the appointment of a receiver, interim receiver, receiver and manager, liquidator, assignee, trustee, sequestrator or other similar official of it or for all or substantially all of its property;

(D) makes a general assignment for the benefit of its creditors; or

(E) generally is not paying its debts as they become due;

(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Issuer, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the date of the most recent audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary, in a proceeding in which the Issuer, any such Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the date of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary, is to be adjudicated bankrupt or insolvent;

(B) appoints a receiver, interim receiver, receiver and manager, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the date of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary, or for all or substantially all of the property of the Issuer, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the date of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary; or

(C) orders the liquidation, dissolution or winding up of the Issuer and any Restricted Subsidiary that is a Significant Subsidiary or any group of Subsidiaries that, taken together (as of the date of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary;

and the order or decree remains unstayed and in effect for 60 consecutive days;

(8) the Guarantee of any Significant Subsidiary or group of Guarantors that, taken together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary shall for any reason cease to be in full force and effect or be declared null and void or any responsible officer of any Guarantor that is a Significant Subsidiary or group of Guarantors that, taken together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary, as the case may be, denies that it has any further liability under its Guarantee or gives notice to such effect, other than by reason of the termination of this Indenture or the release of any such Guarantee in accordance with this Indenture; or

(9) to the extent applicable, with respect to any Collateral having a Fair Market Value in excess of \$100.0 million, individually or in the aggregate, (a) the security interest under the Security Documents, at any time, ceases to be in full force and effect for any reason other than in accordance with the terms of this Indenture and the Security Documents, (b) any security interest created thereunder or under this Indenture is declared invalid or unenforceable by a court of competent jurisdiction or (c) the Issuer or any Secured Guarantor asserts, in any pleading in any court of competent jurisdiction, that any such security interest is invalid or unenforceable.

#### Section 6.02 Acceleration.

(a) If any Event of Default (other than an Event of Default described in clause (6) or (7) of Section 6.01(a)) with respect to the Notes of a series occurs and is continuing, either the Trustee or the Holders of at least 25% in aggregate principal amount of the outstanding Notes of such series may declare the principal amount of, premium, if any, and accrued and unpaid interest, if any, on all the Notes

of such series to be due and payable immediately. If an Event of Default constituting an event under clause (6) or (7) of Section 6.01(a) occurs and is continuing, the principal of, premium, if any, and accrued and unpaid interest, if any, on all the Notes of such series will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders.

(b) In the event of a declaration of acceleration of the Notes of a series because an Event of Default described in Section 6.01(a)(4) has occurred and is continuing, the declaration of acceleration of the Notes of such series shall be automatically annulled if the default triggering such Event of Default shall be remedied or cured by the Issuer or a Restricted Subsidiary or waived by the holders of the relevant Indebtedness within 20 days after the declaration of acceleration with respect thereto and if (1) the annulment of the acceleration of the Notes of such series would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, except nonpayment of principal, premium, if any, or interest on the Notes of such series that became due solely because of the acceleration of the Notes of such series, have been cured or waived.

#### Section 6.03 Other Remedies.

If an Event of Default occurs and is continuing with respect to the Notes of a series, the Trustee may pursue any available remedy to collect the payment of principal of, premium, if any, and interest on the Notes of such series or to enforce the performance of any provision of the Notes of such series, this Indenture or the Security Documents with respect to the Notes of such series.

The Trustee may maintain a proceeding even if it does not possess any of the Notes of such series or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note of such series in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

#### Section 6.04 Waiver of Past Defaults.

The Holders of a majority in principal amount of the then outstanding Notes of a series by written notice to the Trustee may on behalf of all Holders of such series waive any existing Default and its consequences hereunder, except:

(1) a continuing Default in the payment of the principal of, premium, if any, or interest on any Note of such series held by a non-consenting Holder; and

(2) a Default with respect to a provision that under Section 9.02 cannot be amended without the consent of each Holder of Notes of such series affected,

and the Holders of a majority in principal amount of the then outstanding Notes of such series may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration if (1) rescission would not conflict with any judgment or decree of a court of competent jurisdiction, (2) all existing Events of Default, other than the nonpayment of the principal of, premium, if any, and interest on the Notes of such series that have become due solely by such declaration of acceleration, have been cured or waived, and (3) all amounts due to the Trustee in each of its capacities hereunder have been paid in full. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture, but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.05 Control by Majority.

The Holders of a majority in principal amount of the then outstanding Notes of a series may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or the Collateral Agent or of exercising any trust or power conferred on the Trustee or the Collateral Agent. However, the Trustee or the Collateral Agent may refuse to follow any direction that conflicts with law or this Indenture, the Security Documents, the Notes of such series or the Guarantees, or that the Trustee or the Collateral Agent determines in good faith is unduly prejudicial to the rights of any other Holder of such series (it being understood that the Trustee or the Collateral Agent does not have an affirmative duty to ascertain whether or not any such directions are unduly prejudicial to such Holders) or that would involve the Trustee or Collateral Agent in personal liability or expense for which the Trustee or the Collateral Agent has not received an indemnity and/or security satisfactory to it.

Section 6.06 Limitation on Suits.

Subject to Section 6.07, no Holder of a Note of a series may pursue any remedy with respect to this Indenture with respect to such series or the Notes of such series unless:

- (1) such Holder has previously given the Trustee written notice that an Event of Default is continuing;
- (2) Holders of at least 25% in principal amount of the then outstanding Notes of such series have requested the Trustee to pursue the remedy;
- (3) such Holders have offered the Trustee security and/or indemnity satisfactory to the Trustee against any loss, liability or expense;
- (4) the Trustee has not complied with such request within 60 days after the receipt thereof and the offer of security and/or indemnity; and
- (5) the Holders of a majority in principal amount of the then outstanding Notes of such series have not given the Trustee a direction that, in the opinion of the Trustee, is inconsistent with such request within such 60-day period.

A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over another Holder.

Section 6.07 Rights of Holders to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal of, premium, if any, and interest on its Note, on or after the respective due dates expressed or provided for in such Note, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.08 Collection Suit by Trustee.

If an Event of Default specified in Section 6.01(a)(1) or (2) occurs and is continuing with respect to the Notes of a series, the Trustee may recover judgment in its own name and as trustee of an express trust against the Issuer and any other obligor on the Notes of such series for the whole amount of principal of, premium, if any, and interest remaining unpaid on the Notes of such series, together with interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the compensation and reasonable expenses, disbursements and advances of the Trustee and its agents and counsel.

Section 6.09 Restoration of Rights and Remedies.

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceedings, the Issuer, the Guarantors, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding has been instituted.

Section 6.10 Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes in Section 2.07, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy are, to the extent permitted by law, cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 6.11 Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

Section 6.12 Trustee May File Proofs of Claim.

The Trustee may file proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the compensation and reasonable expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Issuer (or any other obligor upon the Notes including the Guarantors), its creditors or its property and is entitled and empowered to participate as a member in any official committee of creditors appointed in such matter and to collect, receive and distribute any money or other property payable or deliverable on any such claims. Any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee or the Collateral Agent any amount due to it for the compensation and the reasonable expenses, disbursements and advances of the Trustee or the Collateral Agent and its agents and counsel, and any other amounts due the Trustee or the Collateral Agent under Section 7.07. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.



Section 6.13 Priorities.

Subject to the terms of the Security Documents with respect to any proceeds of Collateral, if the Trustee collects any money or property pursuant to this Article 6, or pursuant to the foreclosure or other remedial provisions contained in the Security Documents, it shall pay out the money in the following order:

- (1) on a *pro rata* basis, to the Trustee, each Agent and the Collateral Agent, as applicable, and their respective agents and attorneys for amounts due under this Indenture and the Security Documents, including, without limitation, under Section 7.07 hereof, including payment of all compensation and reasonable expenses and liabilities incurred, and all advances made, by the Trustee, each Agent or the Collateral Agent and the costs and expenses of collection;
- (2) to Holders for amounts due and unpaid on the Notes of the applicable series for principal, premium, if any, and interest ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes of such series for principal, premium, if any, and interest, respectively; and
- (3) to the Issuer or to such party as a court of competent jurisdiction shall direct, including a Guarantor, if applicable.

The Trustee may fix a record date and payment date for any payment to Holders pursuant to this Section 6.13. Promptly after any record date is set pursuant to this Section 6.13, the Trustee shall cause notice of such record date and payment date to be given to the Issuer and to each Holder in the manner set forth in Section 13.01.

Section 6.14 Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in such suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.14 does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07, or a suit by Holders of more than 10% in aggregate principal amount of the then outstanding Notes of the applicable series.

ARTICLE 7

TRUSTEE AND COLLATERAL AGENT

Section 7.01 Duties of Trustee and the Collateral Agent.

(a) If an Event of Default has occurred and is continuing, each of the Trustee and the Collateral Agent shall exercise such of the rights and powers vested in it by, as applicable, this Indenture and the Security Documents and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(1) the duties of the Trustee and the Collateral Agent shall be determined solely by the express provisions of this Indenture and the Security Documents, and the Trustee and the Collateral Agent need perform only those duties that are specifically set forth in this Indenture and the Security Documents and no others, and no implied covenants or obligations shall be read into this Indenture and the Security Documents against the Trustee and the Collateral Agent; and

(2) in the absence of bad faith on its part, the Trustee and the Collateral Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and the Collateral Agent and conforming to the requirements of this Indenture and the Security Documents. However, in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to either the Trustee or the Collateral Agent, the Trustee or the Collateral Agent, as applicable, shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture or the Security Documents (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) neither the Trustee nor the Collateral Agent may be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this paragraph does not limit the effect of paragraph (b) of this Section 7.01;

(2) neither the Trustee nor the Collateral Agent shall be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved in a final non-appealable judgment of a court of competent jurisdiction that the Trustee or the Collateral Agent was negligent in ascertaining the pertinent facts; and

(3) neither the Trustee nor the Collateral Agent shall be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section 7.01.

(e) Neither the Trustee nor the Collateral Agent shall be under any obligation to exercise any of its rights or powers under this Indenture or the Security Documents at the request or direction of any of the Holders unless the Holders have offered to the Trustee or the Collateral Agent indemnity and/or security satisfactory to it against any loss, liability or expense.

(f) Neither the Trustee nor the Collateral Agent shall be liable for interest on any money received by it except as the Trustee or the Collateral Agent may agree in writing with the Issuer. Money held in trust by the Trustee or the Collateral Agent need not be segregated from other funds except to the extent required by law.

#### Section 7.02 Rights of Trustee and the Collateral Agent.

(a) Each of the Trustee and the Collateral Agent may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. Neither the Trustee nor the Collateral Agent need to investigate any fact or matter stated in the document, but the Trustee or the Collateral Agent, in its judgment, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee or the Collateral Agent shall determine in good faith to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney at the sole cost of the Issuer and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(b) Whenever in the administration of its rights and obligations hereunder the Trustee and the Collateral Agent shall deem it necessary or desirable that a matter be established or proved prior to taking or suffering any action hereunder, such matter shall be deemed to be conclusively proven and established by an Officers' Certificate or an Opinion of Counsel or both, but in its judgment the Trustee and the Collateral Agent may in lieu of such Officers' Certificate or Opinion of Counsel accept other evidence of such matter. Neither the Trustee nor the Collateral Agent shall be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel or such other evidence accepted by the Trustee or the Collateral Agent in lieu of such Officers' Certificate or Opinion of Counsel. Each of the Trustee and the Collateral Agent may consult with counsel of its selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) Each of the Trustee and the Collateral Agent may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent or attorney appointed with due care.

(d) Neither the Trustee nor the Collateral Agent shall be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture, including, without limitation, any action taken or omitted to be taken in accordance with the direction of the Holders of not less than a majority or other percentage specified herein in aggregate principal amount of the Notes of the applicable series at the time outstanding.

(e) Unless otherwise specifically provided in this Indenture or the Security Documents, any demand, request, direction or notice from the Issuer or a Guarantor shall be sufficient if signed by an Officer of the Issuer or such Guarantor, and the Trustee and the Collateral Agent shall be fully protected in acting or proceeding in good faith upon any such demand, request, direction or notice, subject to Section 7.01 of this Indenture.

(f) None of the provisions of this Indenture shall require the Trustee or the Collateral Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers under this Indenture.

(g) The Trustee and the Collateral Agent shall not be deemed to have notice or knowledge of any Default or Event of Default unless a Responsible Officer of the Trustee or the Collateral Agent has actual knowledge thereof with respect to an Event of Default specified in clauses (1) or (2) of Section 6.01(a) of the Indenture or unless written notice of any event which is in fact such a Default is received by a Responsible Officer of the Trustee or the Collateral Agent at the Corporate Trust Office of the Trustee or and the Collateral Agent, as applicable, and such notice references the existence of a Default or Event of Default, the Notes of the applicable series, the Issuer, and this Indenture.

(h) In no event shall the Trustee or the Collateral Agent be responsible or liable for special, incidental, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee or the Collateral Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(i) The rights, privileges, protections, immunities and benefits given to the Trustee and the Collateral Agent, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee and the Collateral Agent in each of its capacities hereunder and under each Security Document, and each agent, custodian and other Person employed to act hereunder or under any Security Document.

(j) Each of the Trustee and the Collateral Agent may request that the Issuer deliver an Officers' Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officers' Certificate may be signed by any person authorized to sign an Officers' Certificate, including any Person specified as so authorized in any such certificate previously delivered and not superseded.

(k) Neither the Trustee nor the Collateral Agent shall have any responsibility with respect to any information, statement or recital in any offering memorandum or any other disclosure material prepared or distributed with respect to the Notes.

(l) Neither the Trustee nor the Collateral Agent shall be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(m) The permissive right of the Trustee and the Collateral Agent to do things enumerated hereunder shall not be construed as a mandatory duty.

(n) The Trustee shall have no obligation to calculate or verify the calculation of the accrued and unpaid interest payable on the Notes.

#### Section 7.03 Individual Rights of Trustee and the Collateral Agent.

The Trustee, the Collateral Agent or any Agent in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or any Affiliate of the Issuer with the same rights it would have if it were not Trustee, the Collateral Agent or such Agent. However, in the event that the Trustee or the Collateral Agent acquires any conflicting interest within the meaning of Section 310(b) of the Trust Indenture Act after a Default has occurred and is continuing, it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee (if this Indenture has been qualified under the Trust Indenture Act) or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11.

#### Section 7.04 Disclaimer.

Neither the Trustee nor the Collateral Agent shall be responsible for and makes any representation as to the validity or adequacy of this Indenture, the Security Documents or the Notes, or for the validity or perfection of any Lien on the Collateral, it shall not be accountable for the Issuer's use of the proceeds from the Notes or any money paid to the Issuer or upon the Issuer's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee or the Collateral Agent, as the case may be, and it shall not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication on the Notes.

#### Section 7.05 Notice of Defaults.

If a Default occurs and is continuing and if the Trustee has actual knowledge of such Default in accordance with the terms hereof, the Trustee shall deliver to each Holder a notice of the Default within 90 days after the Trustee first has actual knowledge of such Default. Except in the case of an Event of Default specified in clauses (1) or (2) of Section 6.01(a), the Trustee shall be protected in

withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors or trustees and/or Responsible Officers of the Trustee determines in good faith that the withholding of such notice is in the interests of the Holders. The Trustee shall not be deemed to know of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof in accordance with the terms hereof or unless written notice of any event which is in fact such a Default or Event of Default is received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee, and such notice references the existence of a Default or Event of Default, the Notes of the applicable series, the Issuer, and this Indenture.

#### Section 7.06 Reports by Trustee to Holders of the Notes.

(a) Within 60 days after each October 15, beginning with October 15, 2024, and for so long as Notes remain outstanding, the Trustee deliver to the Holders of the Notes a brief report dated as of such reporting date that complies with Trust Indenture Act Section 313(a) (but if no event described in Trust Indenture Act Section 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with Trust Indenture Act Section 313(b)(2). The Trustee shall also deliver all reports as required by Trust Indenture Act Section 313(c).

(b) A copy of each report at the time of its delivery to the Holders shall be delivered by the Trustee to the Issuer and, following qualification of this Indenture under the Trust Indenture Act, filed with the SEC and each stock exchange on which the Notes of that series are listed in accordance with Trust Indenture Act Section 313(d). The Issuer shall promptly notify the Trustee in writing in the event the Notes are listed on any national securities exchange or delisted therefrom.

#### Section 7.07 Compensation and Indemnity.

(a) The Issuer and the Guarantors, jointly and severally, shall pay to the Trustee and the Collateral Agent from time to time such compensation for its acceptance of this Indenture and services hereunder and under the Security Documents as the parties shall agree in writing from time to time. Neither the Trustee's nor the Collateral Agent's compensation shall be limited by any law on compensation of a trustee of an express trust. The Issuer and the Guarantors, jointly and severally, shall reimburse the Trustee and the Collateral Agent promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include the compensation and reasonable fees, disbursements and expenses of the Trustee's and the Collateral Agent's agents and counsel.

(b) The Issuer and the Guarantors, jointly and severally, shall indemnify the Trustee and the Collateral Agent and each of their respective directors, officers, employees and agents (each such person being referred to herein as an "Indemnitee") for, and hold each Indemnitee and any predecessor thereof harmless against, any and all loss, damage, claims, liability or expense (including reasonable attorneys' fees and expenses) incurred by such Indemnitee arising out of or in connection with the acceptance or administration of this trust and the performance of the Trustee's or the Collateral Agent's duties hereunder, including the costs and expenses of enforcing this Indenture and the Security Documents against the Issuer or any Guarantor (including this Section 7.07) and defending such Indemnitee against any claim whether asserted by any Holder, the Issuer, any Guarantor or any other Person, or liability in connection with the acceptance, exercise or performance of any of the Trustee's or the Collateral Agent's powers or duties hereunder, except to the extent any such loss, liability or expense may be attributed to such Indemnitee's willful misconduct or negligence, as determined by the final non-appealable judgment of a court of competent jurisdiction. Each of the Trustee and the Collateral Agent shall notify the Issuer promptly of any claim for which such Indemnitee may seek indemnity. Failure by the Trustee or the Collateral Agent to so notify the Issuer shall not relieve the Issuer or any Guarantor of their obligations hereunder. The Issuer or such Guarantor shall defend the claim, the Indemnitee may

have separate counsel and the Issuer shall pay the reasonable fees and expenses of such counsel. Any settlement of a such a claim which affects the Trustee or the Collateral Agent, as applicable, may not be entered into without the written consent of the Trustee or the Collateral Agent, as applicable, unless the Trustee or the Collateral Agent, as applicable, is given a full and unconditional release from liability with respect to the claims covered thereby and such settlement does not include a statement or admission of fault, culpability or failure to act by or on behalf of the Trustee or the Collateral Agent, as applicable.

(c) The obligations of the Issuer and the Guarantors under this Section 7.07 shall survive the satisfaction and discharge of this Indenture or the earlier resignation or removal of the Trustee or the Collateral Agent.

(d) To secure the payment obligations of the Issuer and the Guarantors in this Section 7.07, the Trustee and the Collateral Agent shall have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien shall survive the satisfaction and discharge of this Indenture.

(e) When the Trustee or the Collateral Agent incurs expenses or renders services after an Event of Default specified in Section 6.01(a)(6) or (7) occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under Bankruptcy Law.

(f) The Trustee shall comply with the provisions of Trust Indenture Act Section 313(b)(2) to the extent applicable. As used in this Section 7.07, the term "Trustee shall also include each Agent, as applicable.

#### Section 7.08 Replacement of Trustee.

(a) A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08. The Trustee may resign in writing at any time by giving at least 10 days' prior notice of such resignation to the Issuer and be discharged from the trust hereby created by so notifying the Issuer, and any such notice shall set forth the effective date of the Trustee's resignation. The Holders of a majority in aggregate principal amount of the then outstanding Notes of the applicable series may remove the Trustee with respect to such series by so notifying the Trustee and the Issuer in writing with 90 days prior written notice. The Issuer may remove the Trustee if:

(1) the Trustee fails to comply with Section 7.10;

(2) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(3) a receiver or public officer takes charge of the Trustee or its property; or

(4) the Trustee becomes incapable of acting.

(b) If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Issuer shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in aggregate principal amount of the then outstanding Notes of the applicable series may remove the successor Trustee to replace it with another successor Trustee appointed by the Issuer.

(c) If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee (at the Issuer's expense), the Issuer or the Holders of at least 10% in aggregate principal amount of the then outstanding Notes of the applicable series may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(d) If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 7.10, such Holder may petition any court of competent jurisdiction for the removal of the Trustee with respect to the applicable series and the appointment of a successor Trustee.

(e) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall deliver a notice of its succession to Holders of the applicable series. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee; provided that all sums owing to the Trustee hereunder have been paid and such transfer shall be subject to the Lien provided for in Section 7.07. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Issuer's obligations under Section 7.07 shall continue for the benefit of the retiring Trustee.

(f) As used in this Section 7.08, the term "Trustee" shall also include each Agent, as applicable.

#### Section 7.09 Successor Trustee by Merger, etc.

If the Trustee or the Collateral Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation or national banking association, the successor corporation or national banking association, without any further act shall be the successor Trustee or successor Collateral Agent, subject to Section 7.10.

#### Section 7.10 Eligibility; Disqualification.

(a) There shall at all times be a Trustee hereunder that is a corporation or national banking association organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition.

(b) This Indenture shall always have a Trustee who satisfies the requirements of Trust Indenture Act Sections 310(a)(1), (2) and (5). The Trustee is subject to Trust Indenture Act Section 310(b).

#### Section 7.11 Preferential Collection of Claims Against the Issuer.

The Trustee is subject to Trust Indenture Act Section 311(a), excluding any creditor relationship listed in Trust Indenture Act Section 311(b). A Trustee who has resigned or been removed shall be subject to Trust Indenture Act Section 311(a) to the extent indicated therein.

## LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01 Option to Effect Legal Defeasance or Covenant Defeasance.

Unless Section 8.02 or 8.03 is otherwise specified in a supplemental indenture to be inapplicable to Notes of a series, the Issuer may, at its option and at any time, elect to have either Section 8.02 or 8.03 applied to all outstanding Notes of a series upon compliance with the conditions set forth below in this Article 8.

Section 8.02 Legal Defeasance and Discharge.

(a) Upon the Issuer's exercise under Section 8.01 of the option applicable to this Section 8.02, the Issuer and the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.04, be deemed to have been discharged from their obligations with respect to all outstanding Notes of a series and the Guarantees with respect thereto on the date the conditions set forth below are satisfied ("Legal Defeasance"). For this purpose, Legal Defeasance means that the Issuer shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes of such series, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 and the other Sections of this Indenture referred to in (1) and (2) below, and to have satisfied all of its other obligations under such Notes and this Indenture, including that of the Guarantors (and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder:

- (1) the rights of Holders to receive payments in respect of the principal of, premium, if any, or interest on such Notes of such series when such payments are due, solely out of the trust referred to in Section 8.04;
- (2) the Issuer's obligations with respect to the Notes of such series concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for Note payments held in trust;
- (3) the rights, powers, trusts, duties and immunities of the Trustee, and the Issuer's obligations in connection therewith; and
- (4) this Section 8.02.

(b) Following the Issuer's exercise of its Legal Defeasance option, payment of the Notes of such series may not be accelerated because of an Event of Default. If the Issuer exercises its Legal Defeasance option, any Liens on the Collateral with respect to such series will be automatically released, and the Guarantees in effect at such time will be automatically terminated with respect to such series.

(c) Subject to compliance with this Article 8, the Issuer may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03.



### Section 8.03 Covenant Defeasance.

Upon the Issuer's exercise under Section 8.01 of the option applicable to this Section 8.03, the Issuer and the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.04, be released from their obligations under the covenants contained in Sections 4.03, 4.07, 4.08, 4.09, 4.10, 4.11 and 4.12 with respect to the outstanding Notes of a series (and any other covenants as to which this Section 8.03 is stated to apply in the establishing Board Resolution, Officers' Certificate or supplemental indenture hereto with respect to the Notes of a particular series), the Guarantors shall be deemed to have been discharged from their obligations with respect to all Guarantees of the Notes of such series, if any, and the Issuer and the Secured Guarantors shall have the Lien on the Collateral granted under the Security Documents with respect to such series, if any, automatically released, on and after the date the conditions set forth in Section 8.04 are satisfied ("Covenant Defeasance"), and the Notes of such series shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to this Indenture and the outstanding Notes of such series, the Issuer may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Issuer's exercise under Section 8.01 of the option applicable to this Section 8.03, subject to the satisfaction of the conditions set forth in Section 8.04, Sections 6.01(a)(3) (only with respect to covenants that are released as a result of such Covenant Defeasance), 6.01(a)(4), 6.01(a)(5), 6.01(a)(6) (solely with respect to Restricted Subsidiaries that are Significant Subsidiaries or a group of Restricted Subsidiaries that, taken together (as of the date of the latest audited financial statements for the Issuer and its Restricted Subsidiaries) would constitute a Significant Subsidiary), 6.01(a)(7) (solely with respect to Restricted Subsidiaries that are Significant Subsidiaries or a group of Restricted Subsidiaries that, taken together (as of the date of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries) would constitute a Significant Subsidiary), 6.01(a)(8) and 6.01(a)(9), in each case shall not constitute Events of Default as to the Notes of such series.

### Section 8.04 Conditions to Legal or Covenant Defeasance.

The following shall be the conditions to the exercise of either the Legal Defeasance option under Section 8.02 or the Covenant Defeasance option under Section 8.03 with respect to the Notes of any series:

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

(2) in the case of Legal Defeasance, the Issuer has delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that:

- (A) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling, or
- (B) since the applicable issue date, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel will confirm that, subject to customary assumptions and exclusions, the beneficial owners of the Notes of such series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuer has delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions, the beneficial owners of the Notes of such series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than this Indenture) to which the Issuer or any of its Restricted Subsidiaries is a party or by which the Issuer or any of its Restricted Subsidiaries is bound;

(5) no Default or Event of Default has occurred and is continuing on the date of such deposit or will occur as a result of such deposit (other than a Default or an Event of Default resulting from the borrowing of funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Indebtedness and, in each case, the granting of Liens in connection therewith);

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

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

(8) the Issuer has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions), each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance under this Indenture and the Security Documents, as the case may be, have been complied with and that the Legal Defeasance or the Covenant Defeasance will not result in the delisting of the Notes from any national securities exchange (if so listed); and

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

Section 8.05 Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions.

(a) Subject to Section 8.06, all money and Government Securities (including the proceeds thereof) deposited with the Trustee pursuant to Section 8.04 in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer or a Guarantor acting as Paying Agent) as the Trustee may determine, to the Holders of all sums due and to become due thereon in respect of principal, premium, if any, and interest on the Notes, but such money need not be segregated from other funds except to the extent required by law.

(b) The Issuer and the applicable Guarantors, jointly and severally, shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or Government Securities deposited pursuant to Section 8.04 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders.

(c) Anything in this Article 8 to the contrary notwithstanding, the Trustee shall deliver or pay to the Issuer from time to time upon the written request of the Issuer any money or Government Securities held by it as provided in Section 8.04 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 8.06 Repayment to the Issuer.

Subject to any applicable abandoned property law, any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of, premium, if any, or interest on any Note and remaining unclaimed for two years after such principal, premium, if any, or interest has become due and payable shall be paid to the Issuer on its request or (if then held by the Issuer) shall be discharged from such trust; and the Holder of such Note shall thereafter look only to the Issuer for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Issuer cause to be published once, in The New York Times or The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining shall be repaid to the Issuer.

Section 8.07 Reinstatement.

If the Trustee or Paying Agent is unable to apply any U.S. dollars or Government Securities in accordance with Section 8.02 or 8.03, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuer's and the Guarantors' obligations under this Indenture, the Notes and the Guarantees shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03, as the case may be; provided that, if the Issuer makes any payment of principal, premium, if any, or interest on any Note following the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders to receive such payment from the money held by the Trustee or Paying Agent.

## AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01 Without Consent of Holders.

(a) Notwithstanding Section 9.02, without the consent of any Holder of Notes of the applicable series, the Issuer, the Guarantors (with respect to a Guarantee or this Indenture to which it is a party) and the Trustee and the Collateral Agent may amend or supplement this Indenture, any Security Documents, the Notes of such series and the Guarantees to:

(1) to evidence the succession of another corporation to the Issuer and the assumption by such successor of the covenants of the Issuer in compliance with the requirements set forth in this Indenture;

(2) to add to the covenants for the benefit of the Holders or to surrender any right or power herein conferred upon the Issuer;

(3) to add any additional Events of Default;

(4) to change or eliminate any of the provisions of this Indenture; provided that any such change or elimination shall become effective only when there are no outstanding Notes of such series created prior to the execution of such supplemental indenture that are entitled to the benefit of such provision and as to which such supplemental indenture would apply;

(5) to add a Guarantor to the Notes of such series;

(6) to supplement any of the provisions of this Indenture to such extent necessary to permit or facilitate the defeasance and discharge of the Notes of such series; provided that any such action does not adversely affect the interests of the Holders of the Notes of such series in any material respect;

(7) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee or Collateral Agent and to add to or change any of the provisions of this Indenture necessary or required to provide for or facilitate the administration of the trusts by more than one Trustee or for the Trustee to act as Collateral Agent;

(8) to cure any ambiguity, to correct or supplement any provision of this Indenture which may be defective or inconsistent with any other provision;

(9) to conform the text of this Indenture, the Notes of such series, the Guarantees or the Security Documents to any provision of the "Description of the notes" section of the applicable Prospectus to the extent that such provision in such "Description of the notes" section was intended to be a verbatim recitation of a provision of this Indenture, the Notes of such series, the Guarantees or the Security Documents; provided that, in each instance, the Issuer delivers to the Trustee an Officers' Certificate to such effect;

(10) to change any place or places where the principal of and premium, if any, and interest, if any, on the Notes of such series shall be payable, the Notes of such series may be surrendered for registration or transfer, the Notes of such series may be surrendered for exchange, and notices and demands to or upon the Issuer may be served;

(11) to mortgage, pledge, hypothecate or grant any other Lien in favor of the Collateral Agent for the benefit of the Trustee and the Holders of the Notes of such series, as additional security for the payment and performance of all or any portion of the Obligations, in any property or assets, including any which are required to be mortgaged, pledged or hypothecated, or in which a Lien is required to be granted in favor of the Collateral Agent for the benefit of the Trustee and the Holders of the Notes of such series pursuant to this Indenture, any of the Security Documents or otherwise;

(12) to release Collateral from the Lien of this Indenture and the Security Documents when permitted or required by the Security Documents or this Indenture;

(13) to add Additional First Lien Secured Parties to any Security Documents in accordance with such Security Documents;

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

(15) to establish additional series of Notes as permitted by Section 2.01 hereof.

(b) Upon the written request of the Issuer, and upon receipt by the Trustee of the documents described in Section 13.03, the Trustee shall join with the Issuer and the Guarantors in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

(c) In connection with the incurrence of any Junior Lien Obligations permitted under the terms of this Indenture, without the consent of any Holder of Notes of such series, the Collateral Agent shall, on behalf of the holders of the First Lien Obligations, enter into a customary intercreditor agreement with the representative of such Junior Lien Obligations. The Trustee and Collateral Agent shall be entitled to rely upon an Officers' Certificate certifying that such Junior Lien Obligations, as the case may be, were incurred and secured in compliance with this Indenture and the Security Documents, and no Opinion of Counsel shall be required in connection therewith (unless the Trustee is an Applicable Authorized Representative). Each Holder, by its acceptance of any Notes and Guarantees, hereby directs the Collateral Agent and, if the Trustee is the Applicable Authorized Representative or the Issuer or the Collateral Agent otherwise deem it necessary or desirable for the Trustee to be a party to such intercreditor agreement, the Trustee to enter into such an intercreditor agreement with the representative of such Junior Lien Obligations.

#### Section 9.02 With Consent of Holders.

(a) Except as provided in Section 9.01, the Issuer, the Guarantors and the Trustee may amend or supplement this Indenture, the Notes of any series and any Guarantee with the consent of the Holders of a majority in aggregate principal amount of the outstanding Notes of the applicable series (including additional Notes, if any) then outstanding voting as a single class (including, without limitation, consents obtained in connection with a purchase, or tender offer or exchange offer for, Notes of such series), and, subject to Sections 6.04 and 6.07, any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium, if any, or interest on the Notes of such series, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture, the Notes of such series or the Guarantees may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes of such series (including additional Notes, if any) voting as a single class (including, without limitation, consents obtained in connection with the purchase of, or tender offer or exchange offer for, Notes of such series). Section 2.08 and Section 2.09 shall determine which Notes of such series are considered to be "outstanding" for the purposes of this Section 9.02.

(b) Upon the written request of the Issuer, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.02(b) and Section 13.03, the Trustee shall join with the Issuer and the Guarantors in the execution of such amended or supplemental indenture unless such amended or supplemental indenture adversely affects the Trustee's own rights, duties, liabilities, indemnities or immunities under this Indenture or otherwise, in which case the Trustee may in its judgment, but shall not be obligated to, enter into such amended or supplemental indenture.

(c) It shall not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver. It shall be sufficient if such consent approves the substance thereof.

(d) After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Issuer shall deliver to the Holders of Notes of such series affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Issuer to deliver such notice, or any defect therein, will not, however, in any way impair or affect the validity of any such amendment, supplement or waiver.

(e) Without the consent of each affected Holder of Notes of the applicable series, an amendment, supplement or waiver under this Section 9.02 may not (with respect to any Notes of such series held by a non-consenting Holder):

(1) change the Stated Maturity of the principal of, or installment of interest, if any, on, such Notes of such series, or reduce the principal amount thereof or the interest thereon or any premium payable upon redemption thereof;

(2) change the currency in which the principal of (and premium, if any) or interest on such Notes of such series are denominated or payable;

(3) waive a Default or Event of Default in the payment of principal of, premium, if any, or interest on the Notes of such series (except a rescission of acceleration of the Notes of such series by the Holders of at least a majority in aggregate principal amount of the then outstanding Notes of such series with respect to a nonpayment default and a waiver of the payment default that resulted from such acceleration);

(4) reduce the premium payable upon the redemption or repurchase of any Note of such series or change the time at which any Note of such series may be redeemed or repurchased whether through an amendment or waiver of provisions in the covenants, definitions or otherwise;

(5) impair the right of any Holder to receive payment of principal of, premium, if any, or interest on such Holder's Notes of such series on or after the due dates therefor or impair the right to institute suit for the enforcement of any payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the redemption date);

(6) modify the provisions that require Holder consent to modify or amend this Indenture or that permit Holders to waive compliance with certain provisions of this Indenture or certain defaults;

(7) make any change to or modify the ranking of such Notes of such series or the ranking of the Liens with respect to such Notes, if applicable, of such series that would adversely affect the Holders; or

(8) except as expressly permitted by this Indenture, modify the Guarantees of any Guarantor in any manner adverse to the Holders of the Notes of such series.

(f) A consent to any amendment, supplement or waiver of this Indenture, the Notes or any Guarantee by any Holder given in connection with a tender of such Holder's Notes will not be rendered invalid by such tender.

(g) Without the consent of at least 75% in aggregate principal amount of the Notes of such series then outstanding, an amendment, supplement or waiver may not modify any Security Document or the provisions of this Indenture dealing with the Security Documents or application of trust moneys, or otherwise release any Collateral, in any manner materially adverse to the Holders of the Notes of such series other than in accordance with this Indenture and the Security Documents.

#### Section 9.03 Revocation and Effect of Consents.

(a) Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

(b) The Issuer may, but shall not be obligated to, fix a record date pursuant to Section 1.05 for the purpose of determining the Holders entitled to consent to any amendment, supplement or waiver.

#### Section 9.04 Notation on or Exchange of Notes.

(a) The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Issuer, in exchange for all Notes of a series, may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes that reflect the amendment, supplement or waiver.

(b) Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

#### Section 9.05 Trustee and the Collateral Agent to Sign Amendments, etc.

The Trustee and the Collateral Agent shall sign any amendment, supplement or waiver authorized pursuant to this Article 9 if the amendment, supplement or waiver does not adversely affect the rights, duties, liabilities, indemnities or immunities of the Trustee or the Collateral Agent. In executing any amendment, supplement or waiver, the Trustee and the Collateral Agent shall be entitled to receive and (subject to Section 7.01) shall be fully protected in relying upon, in addition to the documents required by Section 13.03, an Officers' Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture and that such amendment, supplement or waiver is the legal, valid and binding obligation of the Issuer and any Guarantor party thereto, enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof.

The Collateral Agent shall sign any amendment, supplement, consent or waiver authorized pursuant to any of the Security Documents in accordance with the terms thereof (including, without limitation, without the further consent or agreement of the Holders if so provided in such Security Document) if the amendment, supplement, consent or waiver does not adversely affect the rights, duties, liabilities or immunities of the Collateral Agent. The Issuer may not sign an amendment, supplement, consent or waiver to this Indenture or any of the Security Documents until its Board of Directors approves such amendment, supplement, consent or waiver, which approval shall be certified by the Secretary or an Assistant Secretary of the Issuer. In executing any amendment, supplement, consent or waiver to any of the Security Documents, the Collateral Agent shall be entitled to receive and (subject to Section 7.01 hereof) shall be fully protected in relying upon an Officers' Certificate stating that the execution of such amendment, supplement, consent or waiver is authorized or permitted by the applicable Security Document, as the case may be, and complies with the provisions thereof. Notwithstanding anything in this Indenture to the contrary, no Opinion of Counsel shall be required in connection with the execution by the Collateral Agent of any amendment, waiver or other modification to the Security Documents.

Section 9.06 Compliance with the Trust Indenture Act.

Every amendment or supplement to this Indenture or the Notes of any series shall comply with the Trust Indenture Act.

ARTICLE 10

GUARANTEES

Any series of Notes may be guaranteed by one or more of the Guarantors. The terms and the form of any such Guarantee will be as set forth in this Article 10 unless otherwise established in the manner contemplated by Section 2.01 for that particular series of Notes.

Section 10.01 Guarantee.

(a) Subject to this Article 10, each of the Guarantors hereby, jointly and severally, irrevocably and unconditionally guarantees, on a senior unsecured basis, to each Holder and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes of such series or the obligations of the Issuer hereunder or thereunder, that: (1) the principal of, premium, if any, and interest on the Notes of such series shall be promptly paid in full when due, whether at Stated Maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes of such series, if any, if lawful, and all other Obligations of the Issuer to the Holders or the Trustee hereunder or under the Notes of such series shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (2) in case of any extension of time of payment or renewal of any Notes of such series or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. Failing payment by the Issuer when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.



(b) The Guarantors hereby agree that their obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes of such series or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever and covenants that this Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes of such series and this Indenture, or pursuant to Section 10.06.

(c) Each of the Guarantors also agrees, jointly and severally, to pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee or any Holder in enforcing any rights under this Section 10.01.

(d) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to the Issuer or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(e) Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (1) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (2) in the event of any declaration of acceleration of such obligations as provided in Article 6, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Guarantee. The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Guarantees.

(f) Each Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuer for liquidation or reorganization, should the Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuer's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes of such series are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes or the Guarantees of such series, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Notes of such series shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(g) In case any provision of any Guarantee shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(h) Each payment to be made by a Guarantor in respect of its Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

(i) As used in this Section 10.01, the term "Trustee" shall also include each Agent, as applicable.

#### Section 10.02 Limitation on Guarantor Liability.

Each Guarantor, and by its acceptance of Notes of such series, each Holder, hereby confirms that it is the intention of all such parties that the Guarantee of such Guarantor not constitute a fraudulent conveyance or a fraudulent transfer for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of each Guarantor shall be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 10, result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under applicable law. Each Guarantor that makes a payment under its Guarantee shall be entitled upon payment in full of all Guaranteed Obligations under this Indenture to a contribution from each other Guarantor in an amount equal to such other Guarantor's *pro rata* portion of such payment based on the respective net assets of all the Guarantors at the time of such payment determined in accordance with GAAP.

#### Section 10.03 Execution and Delivery.

(a) To evidence its Guarantee set forth in Section 10.01, each Guarantor hereby agrees that this Indenture shall be executed on behalf of such Guarantor by an Officer or person holding an equivalent title. Upon the execution and delivery of this Indenture, the Guarantee of each Guarantor set forth in this Indenture shall be deemed duly delivered, without any further action by any Person, on behalf of such Guarantor with respect to the Notes of any series stated to be guaranteed by the Guarantors pursuant to the terms of the Notes of such series established in the manner contemplated by Section 2.01 for that particular series. For the avoidance of doubt, upon the issuance of the Notes of such series, the Guarantee of each such Guarantor shall be deemed delivered without the execution and delivery by such Guarantor of any supplemental indenture or other instrument with respect to such series of Notes.

(b) Each Guarantor hereby agrees that its Guarantee set forth in Section 10.01 shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes of such series.

(c) If an Officer whose signature is on this Indenture no longer holds that office at the time the Trustee authenticates the Note, the Guarantees shall be valid nevertheless.

(d) Following the issue date of the Notes of a particular series, the delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Guarantee set forth in this Indenture on behalf of the Guarantors.

(e) If required by Section 4.11, the Issuer shall cause any newly created or acquired Restricted Subsidiary to comply with the provisions of Section 4.11 and this Article 10, to the extent applicable.

#### Section 10.04 Subrogation.

Each Guarantor shall be subrogated to all rights of Holders against the Issuer in respect of any amounts paid by any Guarantor pursuant to the provisions of Section 10.01; provided that, if an Event of Default has occurred and is continuing, no Guarantor shall be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuer under this Indenture or the Notes of such series shall have been paid in full.

Section 10.05 Benefits Acknowledged

Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and that the guarantee and waivers made by it pursuant to its Guarantee are knowingly made in contemplation of such benefits.

Section 10.06 Release of Guarantees

(a) A Guarantee by a Guarantor shall be automatically and unconditionally released and discharged, and no further action by such Guarantor, the Issuer, the Trustee or the Collateral Agent shall be required for the release of such Guarantor's Guarantee, upon:

(1) (a) any sale, exchange or transfer (by merger or otherwise) of the Capital Stock of such Guarantor (including any sale, exchange or transfer), after which the applicable Guarantor is no longer a Restricted Subsidiary or all or substantially all the assets of such Guarantor, which sale, exchange or transfer is made in compliance with any applicable provisions of this Indenture;

(b) the release or discharge of the guarantee by such Guarantor of the Senior Credit Facility, any other First Lien Obligations and any Junior Lien Obligations (and if the Guarantor has become a guarantor under any Additional Indebtedness, the release or discharge of the guarantee by such Guarantor of such Additional Indebtedness), including any other guarantee that resulted in the creation of such Guarantee, except (i) a discharge or release by or as a result of payment under such guarantee or (ii) by reason of the termination of the Senior Credit Facility;

(c) the designation of any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary in compliance with the applicable provisions of this Indenture;

(d) the exercise by the Issuer of its Legal Defeasance option or Covenant Defeasance option in accordance with Article 8 or the discharge of the Issuer's and the Guarantors' obligations under this Indenture in accordance with the terms of this Indenture; or

(e) upon an Investment Grade Rating Event, but only (i) to the extent set forth in Section 4.12 (which shall include the release by Guarantor of its guarantees of all other First Lien Obligations and Junior Lien Obligations) and (ii) in the case of a Secured Guarantor, if the Liens on the Collateral of such Secured Guarantor securing the Notes and the Notes Obligations of such series are also released at such time pursuant to Section 4.12; and

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

(b) At the written request of the Issuer, the Trustee shall execute and deliver any documents reasonably required in order to evidence such release, discharge and termination in respect of the applicable Guarantee; provided that prior to executing any release, discharge or termination the Trustee shall have received an Officers' Certificate and an Opinion of Counsel stating that all conditions precedent to such release in this Indenture and the Security Documents have been complied with.

## COLLATERAL AND SECURITY

Any series of Notes and related Guarantees may be secured by Collateral of the Issuer and the Secured Guarantors. The terms and the form of any such security will be as set forth in this Article 11 unless otherwise established in the manner contemplated by Section 2.01 for that particular series of Notes.

Section 11.01 Collateral

(a) The due and punctual payment of the principal of, premium, if any, and interest on the Notes and the Guarantees of such series when and as the same shall be due and payable, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise, interest on the overdue principal of and interest (to the extent permitted by law), if any, on the Notes and the Guarantees of such series and performance of all other obligations under this Indenture, including, the obligations of the Issuer and the Secured Guarantors under the Security Documents, shall be secured by a Lien on the Collateral on an equal basis with the Senior Credit Facility and any other First Lien Obligations, as provided in this Indenture and the Security Documents to which the Issuer and the Secured Guarantors, as the case may be, shall be or shall have become parties to simultaneously with the issuance of the Notes of such series and will be secured by all of the Collateral pledged pursuant to the Security Documents hereafter delivered as required or permitted by this Indenture and the Security Documents. The Trustee, acting on behalf of and for the benefit of the Holders, hereby appoints JPMorgan Chase Bank, N.A., as the initial Collateral Agent, and the Collateral Agent is hereby authorized and directed to execute and deliver the Security Documents and to perform its obligations and exercise its rights thereunder in accordance therewith. The Issuer and the Secured Guarantors hereby agree that the Collateral Agent shall hold the Collateral in trust for the benefit of all of the Holders and the Trustee, in each case pursuant to the terms of the Security Documents.

(b) Each Holder, by its acceptance of any Notes and the Guarantees of such series, (A) consents and agrees to the terms of the Security Documents (including, without limitation, the provisions providing for foreclosure and release of Collateral and the automatic amendments, supplements, consents, waivers and other modifications thereto without the consent of the Holders) as the same may be in effect or may be amended from time to time in accordance with their terms and this Indenture and authorizes and directs the Collateral Agent to perform its obligations and exercise its rights under the Security Documents in accordance therewith and (B) authorizes and directs the Trustee to enter into the Security Documents and to perform its obligations and exercise its rights thereunder in accordance therewith and to appoint JPMorgan Chase Bank, N.A. as the initial Collateral Agent.

(c) The Trustee and each Holder, by accepting the Notes and the Guarantees of such series, acknowledge that, as more fully set forth in the Security Documents, the Collateral as now or hereafter constituted shall be held for the benefit of all the Holders and the Trustee, and that the Lien of this Indenture and the Security Documents in respect of the Trustee and the Holders is subject to and qualified and limited in all respects by the Security Documents and actions that may be taken thereunder.

Section 11.02 Maintenance of Collateral; Information Regarding Collateral

The Issuer and the Secured Guarantors shall comply with Section 4 of the Security Agreement, which covenants are expressly incorporated into this Indenture.

Section 11.03 Further Assurances.

The Issuer and the Secured Guarantors shall, at their sole expense, execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions which may be necessary, including those the Trustee or the Collateral Agent may from time to time reasonably request, to create, better assure, preserve, protect, defend and perfect the security interest and the rights and remedies created under the Security Documents for the benefit of the Holders of the Notes of such series and the Trustee (subject to Permitted Liens). Such security interests and Liens will be created under the Security Documents and, to the extent necessary, other security agreements and other instruments and documents in form and substance reasonably satisfactory to the Collateral Agent.

Section 11.04 After-Acquired Property.

From and after the issue date of the Notes of a particular series and prior to the Collateral Release Date, if the Issuer or any Secured Guarantor (i) acquires any property or asset that would constitute Collateral or (ii) creates any additional security interest upon any property or asset to secure any First Lien Obligations, it must grant a first-priority perfected security interest (subject to Permitted Liens) upon such property as security for the Notes of such series, subject to any applicable provisions of the Security Agreement, by, as promptly as practicable executing and delivering such security instruments, financing statements and deeds of trust (which are expected to be in substantially the same form as those with respect to the Notes Obligations of such series and the Senior Credit Facility Obligations, if then outstanding) as are required under this Indenture and the Security Documents to vest in the Collateral Agent a perfected first priority security interest in such property or asset as security for the Notes and the Guarantees of such series and as may be necessary to have such property or asset added to the Collateral, and thereupon all provisions of this Indenture relating to the Collateral shall be deemed to relate to such after-acquired Collateral to the same extent and with the same force and effect.

Section 11.05 Release of Liens on the Collateral.

(a) The Liens on the Collateral will be released with respect to the Notes and the Guarantees of such series, as applicable:

- (1) to enable the Issuer or its Restricted Subsidiaries to consummate the sale, transfer or other disposition of such property or assets (other than to the Issuer or a Restricted Subsidiary);
- (2) in the case of one or more Secured Guarantors that are released from their Guarantees with respect to the Notes of such series pursuant to the terms of this Indenture, the release of the property and assets and Equity Interests of such Secured Guarantors;
- (3) to the extent that such Collateral is released or no longer required to be pledged pursuant to the terms of the Senior Credit Facility, any other First Lien Obligations and any Junior Lien Obligations;
- (4) pursuant to Section 9.02(g), with the consent of the Holders of at least 75% of the aggregate principal amount of the Notes of the applicable series then outstanding and affected thereby;
- (5) pursuant to Section 4.12;

- (6) a release of assets permitted not to be included in the Collateral pursuant clauses (v) and (vi) of the first proviso to Section 2 of the Security Agreement in connection with a Qualified Receivables Transaction (including any Receivables Financing) permitted under this Indenture; or
- (7) pursuant to Article 9.

(b) The Liens on the Collateral securing the Notes of such series and the applicable Guarantees also will be released upon (i) payment in full of the principal of, together with accrued and unpaid interest on, the Notes of such series and all other Obligations under this Indenture, the Guarantees and the Security Documents that are due and payable at or prior to the time such principal, together with accrued and unpaid interest, are paid or (ii) a defeasance under this Indenture pursuant to Article 8 or discharge of the Issuer's and the Guarantors' Obligations under this Indenture with respect to the Notes of such series in accordance with this Indenture.

(c) The Issuer and each applicable Secured Guarantor will furnish to the Collateral Agent (with a copy to the Trustee), prior to each proposed release of Collateral pursuant to Section 11.05(a)(1) through (7), Section 11.05(b) or pursuant to the Security Documents:

- (1) an Officers' Certificate requesting such release;
- (2) an Officers' Certificate to the effect that all conditions precedent provided for in this Indenture and the Security Documents to such release have been complied with; and
- (3) a form of such release (which release shall be in form reasonably satisfactory to the Collateral Agent and shall provide that the requested release is without recourse or warranty to the Collateral Agent or the Trustee).

(d) Upon compliance by the Issuer or applicable Secured Guarantor, as the case may be, with Section 11.05(c), the Collateral Agent shall promptly cause to be released and reconveyed to the Issuer or the Secured Guarantor, as the case may be, the released Collateral, and take all other actions reasonably requested by the Issuer in connection therewith.

(e) If the Liens securing the Senior Credit Facility Obligations are released in connection with the repayment (including cash collateralization of letters of credit) of the Senior Credit Facility Obligations in full and termination of the commitments thereunder, the Liens on the Collateral securing the Notes, the Notes Obligations and the Guarantees of the Secured Guarantors, in each case with respect to such series, will not be released, except to the extent the Collateral or any portion thereof was disposed of in order to repay the Senior Credit Facility Obligations secured by the Collateral. From and after any such time when all the Liens securing the First Lien Obligations other than the Notes and the Notes Obligations of such series are released and the Liens on the Collateral securing the Notes of such series remain in existence, if the Issuer or any Secured Guarantor acquires any property or asset constituting Collateral, it shall grant a first-priority perfected security interest (subject to Permitted Liens) upon such property as security for the Notes of such series to the extent then required under Section 11.04.

(f) To the extent the Trustee is required to execute or direct the Collateral Agent to execute any release, discharge or termination under this Indenture, including without limitation under this Section 11.05 or under Section 10.06, prior thereto the Trustee shall have received an Officers' Certificate and an Opinion of Counsel that all conditions precedent to such a release in this Indenture and the Security Documents have been complied with.

(g) Any certificate or opinion required by Section 314(d) of the Trust Indenture Act in connection with obtaining the release of Collateral may be made by an Officer of the Issuer, except in cases where Section 314(d) requires that such certificate or opinion be made by an independent engineer, appraiser or other expert. Notwithstanding anything to the contrary in this Indenture, after such time as this Indenture is qualified under the Trust Indenture Act, the Issuer and the Secured Guarantors will not be required to comply with all or any portion of Section 314(d) of the Trust Indenture Act if they determine, in good faith based on advice of counsel, that under the terms of that section and/or any interpretation or guidance as to the meaning thereof of the SEC and its staff, including “no action” letters or exemptive orders, all or any portion of Section 314(d) of the Trust Indenture Act is inapplicable to the released Collateral.

Section 11.06 Authorization of Actions to be Taken by the Trustee or the Collateral Agent Under the Security Documents.

(a) Subject to the provisions of Article 7 of this Indenture and the provisions of the Security Documents, each of the Trustee or the Collateral Agent may (but shall in no event be required to), at its sole determination and without the consent of the Holders, on behalf of the Holders, take all actions it deems necessary or appropriate in order to (i) enforce any of its rights or any of the rights of the Holders under the Security Documents and (ii) collect and receive any and all amounts payable in respect of the Collateral in respect of the obligations of the Issuer and the Secured Guarantors hereunder and thereunder. Subject to the provisions of the Security Documents, the Trustee or the Collateral Agent shall have the power, but not the obligation, to institute and to maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Collateral by any acts that may be unlawful or in violation of the Security Documents or this Indenture, and such suits and proceedings as the Trustee or the Collateral Agent may deem expedient to preserve or protect its interest and the interests of the Holders in the Collateral (including the power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the security interest hereunder or be prejudicial to the interests of the Holders or the Trustee).

(b) The Trustee or the Collateral Agent shall not be responsible for the existence, genuineness or value (or diminution of value) of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes negligence or willful misconduct on the part of the Trustee or the Collateral Agent, as determined by the final non-appealable judgment of a court of competent jurisdiction, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of the Issuer to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral. The Trustee or the Collateral Agent shall have no responsibility for recording, filing, re-recording or re-filing any financing statement, continuation statement, document, instrument or other notice in any public office at any time or times or to otherwise take any action to perfect or maintain the perfection of any security interest granted to it under the Security Documents or otherwise. Beyond the exercise of reasonable care in the custody thereof, the Trustee and the Collateral Agent shall have no duty as to any Collateral in their possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto. The Trustee and the Collateral Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in their possession if

the Collateral is accorded treatment substantially equal to that which they accord their own property and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Trustee or the Collateral Agent, as the case may be, in good faith. The Trustee and the Collateral Agent shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Indenture, the Security Documents or any other First Lien Documents by the Issuer, the Secured Guarantors, the Holders or the Collateral Agent.

(c) Where any provision of this Indenture requires that additional property or assets be added to the Collateral, the Issuer and each Secured Guarantor, as applicable, shall deliver to the Collateral Agent (with a copy to the Trustee) the following:

- (1) a request from the Issuer that such Collateral be added;
- (2) the form of instrument adding such Collateral, which, based on the type and location of the property subject thereto, shall be in substantially the form of the applicable Security Documents to which the Issuer and the Secured Guarantors, as the case may be, are or have become parties to simultaneously with the issuance of the Notes of such series, with such changes thereto as the Issuer shall consider appropriate, or in such other form as the Issuer shall deem proper; provided that any such changes or such form are administratively satisfactory to the Collateral Agent;
- (3) an Officers' Certificate to the effect that all conditions precedent provided for in this Indenture and in the Security Documents to the addition of such Collateral have been complied with; and
- (4) such financing statements, intellectual property security agreements, and other instruments and documents, if any, as are necessary to perfect the Collateral Agent's security interest in such Collateral.

(d) The Trustee shall have no responsibility whatsoever to comply with any provision of, nor shall be charged with knowledge of, any document governing Additional First Lien Obligations to which it is not a party.

#### Section 11.07 Security Documents.

The provisions in this Indenture relating to Collateral in respect of any applicable series of Notes and any applicable related Guarantees are subject to the provisions of the Security Documents. The Issuer, the Secured Guarantors, the Trustee and the Collateral Agent acknowledge and agree to be bound by the provisions of the Security Documents.

## ARTICLE 12

### SATISFACTION AND DISCHARGE

#### Section 12.01 Satisfaction and Discharge.

(a) This Indenture will be discharged and will cease to be of further effect as to all Notes of a series issued thereunder, when either:

(1) all Notes of such series that have been authenticated, except lost, stolen or destroyed Notes of such series that have been replaced or paid and Notes of such series for whose payment money has been deposited in trust and thereafter repaid to the Issuer, have been delivered to the Trustee for cancellation; or



(2) (A) all Notes of such series not theretofore delivered to the Trustee for cancellation have become due and payable by reason of the giving of a notice of redemption or otherwise, will become due and payable within one year or will be called for redemption within one year under irrevocable arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer, and the Issuer or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee, as trust funds in trust solely for the benefit of the Holders of the Notes of such series, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the Notes of such series not theretofore delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

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

(C) the Issuer has paid or caused to be paid all sums payable by it under this Indenture with respect to the Notes of such series; and

(D) the Issuer has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the Notes of such series at maturity or the redemption date, as the case may be.

(b) In addition, the Issuer must deliver an Officers' Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied. Notwithstanding the satisfaction and discharge of this Indenture, if money shall have been deposited with the Trustee pursuant to subclause (A) of clause (2) of Section 12.01(a), the provisions of Section 12.02 and Section 8.06 shall survive.

#### Section 12.02 Application of Trust Money.

(a) Subject to the provisions of Section 8.06, all money deposited with the Trustee pursuant to Section 12.01 shall be held in trust and applied by it, in accordance with the provisions of the Notes of the applicable series and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal, premium, if any, and interest for whose payment such money has been deposited with the Trustee, but such money need not be segregated from other funds except to the extent required by law.

(b) If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 12.01 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuer's and any Guarantor's obligations under this Indenture, the Notes of such series and the Guarantees shall be revived and reinstated as though no deposit had occurred pursuant to Section 12.01; provided that if the Issuer has made any payment of principal, premium, if any, or interest on any Notes of such series because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes of such series to receive such payment from the money or Government Securities held by the Trustee or Paying Agent, as the case may be.

MISCELLANEOUS

Section 13.01 Notices.

(a) Any notice or communication to the Issuer, any Guarantor, the Trustee or the Collateral Agent is duly given if in writing and (1) delivered in person, (2) mailed by first-class mail (certified or registered, return receipt requested), postage prepaid, or overnight air courier guaranteeing next day delivery or (3) delivered by facsimile or electronic transmission, to its address:

if to the Issuer or any Guarantor:

c/o Universal Health Services, Inc.  
367 South Gulph Road  
P.O. Box 61558  
King of Prussia, PA 19406  
Fax No.: (610) 382-4407  
Email: [steve.filton@uhsinc.com](mailto:steve.filton@uhsinc.com)  
Attention: Chief Financial Officer

with a copy to:

Norton Rose Fulbright US LLP  
1301 Avenue of the Americas  
New York, NY 10019  
Fax No: (212) 318-3400  
Email: [warren.nimetz@nortonrosefulbright.com](mailto:warren.nimetz@nortonrosefulbright.com)  
Attention: Warren J. Nimetz, Esq.

if to the Trustee:

U.S. Bank Trust Company, National Association  
50 S. 16th Street, Suite 2000  
Philadelphia, PA 19102  
Attention: Gregory P. Guim  
E-mail: [gregory.guim@usbank.com](mailto:gregory.guim@usbank.com)

if to the Collateral Agent:

JPMorgan Chase & Co  
CIB DDS WLO  
4 CMC  
Mail Code: NY1-C084  
Brooklyn, New York 11245-0001

The Issuer, any Guarantor, the Trustee or Collateral Agent, by like notice, may designate additional or different addresses for subsequent notices or communications.

(b) All notices and communications (other than those delivered to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; on the first date of which publication is made, if by publication; five calendar days after being deposited in the mail, postage prepaid, if mailed by first-class mail; the next Business Day after timely delivery to the courier, if mailed by overnight air courier guaranteeing next day delivery; when receipt acknowledged, if delivered by facsimile or electronic transmission; provided that any notice or communication delivered to the Trustee or the Collateral Agent or shall be deemed effective upon actual receipt thereof.

(c) Any notice or communication to a Holder shall be mailed by first-class mail (certified or registered, return receipt requested) or by overnight air courier guaranteeing next day delivery to its address shown on the Note Register or by such other delivery system as the Trustee agrees to accept. Any notice or communication shall also be so mailed to any Person described in Trust Indenture Act Section 313(c), to the extent required by the Trust Indenture Act. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

(d) Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

(e) Notwithstanding any other provision of this Indenture or any Note, where this Indenture provides for notice of any event (including any notice of redemption) to a Holder of a Global Note (whether by mail or otherwise) such notice shall be sufficiently given if given to the Depository for such Note (or its designee), pursuant to the applicable rules and procedures of such Depository, if any, prescribed for the giving of such notice.

(f) The Trustee and the Collateral Agent agrees to accept and act upon notice, instructions or directions (each, a "Notice") pursuant to this Indenture delivered by way of a pdf or other replicating image attached to an unsecured e-mail, unsecured facsimile, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee or another electronic method or system specified by the Trustee or Collateral Agent as available for use in connection with its services hereunder (collectively and individually "Electronic Means"); provided, however, that (1) the party providing such written Notice, subsequent to such transmission thereof, shall provide the originally executed Notice to the Trustee or the Collateral Agent in a timely manner, and (2) such originally executed Notice shall be signed by an authorized representative of the party providing such Notice. The Trustee and the Collateral Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's and the Collateral Agent's reasonable reliance upon and compliance with such Notice delivered by Electronic Means notwithstanding such Notice conflicts or is inconsistent with a subsequent Notice. The Trustee and the Collateral Agent shall not have any duty to confirm that the person sending any such Notice by Electronic Means is, in fact, a person authorized to do

so. All Notices to the Trustee hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Trustee). Electronic signatures reasonably believed by the Trustee to comply with the ESIGN Act of 2000 or other applicable law shall be deemed original signatures for all purposes. The party delivering a Notice to the Trustee assumes all risks arising out of its use of electronic signatures and Electronic Means to send Notices to the Trustee or the Collateral Agent, including without limitation the risk of the Trustee or Collateral Agent acting on an unauthorized Notice and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee or the Collateral Agent may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered in lieu of, or in addition to, any such Notice.

(g) Except to the extent provided in Section 13.01(b), if a notice or communication is delivered in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

(h) If the Issuer delivers a notice or communication to Holders, it shall deliver a copy to the Trustee and each Agent at the same time.

#### Section 13.02 Communication by Holders with Other Holders.

Holders may communicate pursuant to Trust Indenture Act Section 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Issuer, the Guarantors, the Trustee, the Registrar and anyone else shall have the protection of Trust Indenture Act Section 312(c).

#### Section 13.03 Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Issuer or any Guarantor to the Trustee or the Collateral Agent to take any action under this Indenture, the Security Documents, the Issuer or such Guarantor, as the case may be, shall furnish to the Trustee and the Collateral Agent, as applicable:

(1) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee and/or the Collateral Agent (which shall include the statements set forth in Section 13.04) stating that, in the opinion of the signer(s), all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(2) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee and/or the Collateral Agent (which shall include the statements set forth in Section 13.04) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been complied with.

#### Section 13.04 Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to Section 4.04) shall include:

(1) a statement that the Person making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with (and, in the case of an Opinion of Counsel, may be limited to reliance on an Officers' Certificate as to matters of fact); and

(4) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

Section 13.05 Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 13.06 No Personal Liability of Directors, Officers, Employees, Members, Partners and Stockholders.

No past, present or future director, officer, employee, incorporator, member, partner or stockholder of the Issuer or any Guarantor shall have any liability for any obligations of the Issuer or any Guarantor under the Notes, the Guarantees, this Indenture or the Security Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation.

Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

Section 13.07 Governing Law.

THIS INDENTURE, THE NOTES AND ANY GUARANTEE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 13.08 Waiver of Jury Trial.

EACH OF THE ISSUER, THE GUARANTORS, THE TRUSTEE AND THE COLLATERAL AGENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 13.09 Force Majeure.

In no event shall the Trustee or the Collateral Agent be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services, it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 13.10 No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Issuer or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 13.11 Successors.

All agreements of the Issuer in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors. All agreements of each Guarantor in this Indenture shall bind its successors, except as otherwise provided in Section 10.06.

Section 13.12 Severability.

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13.13 Counterpart Originals; Facsimile and Electronic Delivery of Signature Pages.

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile or electronic transmission (including PDF format) shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto delivered by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

Section 13.14 Table of Contents, Headings, etc.

The Table of Contents, Cross-Reference Table and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 13.15 U.S.A. PATRIOT Act.

The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. PATRIOT Act, the Trustee is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. PATRIOT Act.

Section 13.16 Payments Due on Non-Business Days.

In any case where any interest payment date, redemption date or repurchase date or the Stated Maturity of the Notes shall not be a Business Day, then (notwithstanding any other provision of this Indenture or of the Notes) payment of principal, premium, if any, or interest on the Notes need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the interest payment date, redemption date or repurchase date, or at the Stated Maturity of the Notes; provided that no interest will accrue for the period from and after such interest payment date, redemption date, repurchase date or Stated Maturity, as the case may be.

Section 13.17 Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies or conflicts with another provision which is required to be included in this Indenture by the Trust Indenture Act, the required provision shall control. If any provision of this Indenture modifies any Trust Indenture Act provision that may be so modified, such Trust Indenture Act provision shall be deemed to apply to this Indenture as so modified. If any provision of this Indenture excludes any Trust Indenture Act provision that may be so excluded, such Trust Indenture Act provision shall be excluded from this Indenture.

The provision of Trust Indenture Act Sections 310 through 317 that impose duties on any Person (including the provisions automatically deemed included unless expressly excluded by this Indenture) are a part of and govern this Indenture, whether or not physically contained herein. Without limitation of the foregoing, in the event that any series of Notes is secured pursuant to the provisions of Section 2.01(b)(17) of this Indenture, the Trustee, Issuer and any Guarantor shall comply with Trust Indenture Act Section 313(b)(1), Section 314(b) and Section 314(d) to the extent required thereby.

*[Signature pages follow]*

---

UNIVERSAL HEALTH SERVICES, INC.

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Executive Vice President, Secretary  
and Chief Financial Officer

UHS OF DELAWARE, INC.

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Executive Vice President and Chief Financial  
Officer

[Signature Page to 2024 Indenture]

ABS LINCS SC, INC.  
ALLIANCE HEALTH CENTER, INC.  
ALTERNATIVE BEHAVIORAL SERVICES, INC.  
ASCEND HEALTH CORPORATION  
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 SIERRA VISTA HOSPITAL, INC.  
BHC STREAMWOOD HOSPITAL, INC.  
BRENTWOOD ACQUISITION, INC.  
BRENTWOOD ACQUISITION—SHREVEPORT, INC.  
BRYNN MARR HOSPITAL, INC.  
CALVARY CENTER, INC.  
CANYON RIDGE HOSPITAL, INC.  
CCS/LANSING, INC.  
CEDAR SPRINGS HOSPITAL, INC.  
CHILDREN’S COMPREHENSIVE SERVICES, INC.  
DEL AMO HOSPITAL, INC.  
FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH  
FORT LAUDERDALE HOSPITAL, INC.  
FRN, INC.  
FRONTLINE BEHAVIORAL HEALTH, INC.  
GREAT PLAINS HOSPITAL, INC.  
GULF COAST TREATMENT CENTER, INC.  
H. C. CORPORATION  
HARBOR POINT BEHAVIORAL HEALTH CENTER, INC.  
HAVENWYCK HOSPITAL INC.  
HHC AUGUSTA, INC.  
HHC DELAWARE, INC.  
HHC INDIANA, INC.  
HHC OHIO, INC.  
HHC RIVER PARK, INC.  
HHC SOUTH CAROLINA, INC.  
HHC ST. SIMONS, INC.  
HORIZON HEALTH AUSTIN, INC.

HORIZON HEALTH CORPORATION  
HSA HILL CREST CORPORATION  
KIDS BEHAVIORAL HEALTH OF UTAH, INC.  
LANCASTER HOSPITAL CORPORATION  
LAUREL OAKS BEHAVIORAL HEALTH CENTER, INC.  
MCALLEN MEDICAL CENTER, INC.  
MERIDELL ACHIEVEMENT CENTER, INC.  
MERION BUILDING MANAGEMENT, INC.  
MICHIGAN PSYCHIATRIC SERVICES, INC.  
NORTH SPRING BEHAVIORAL HEALTHCARE, INC.  
NORTHWEST TEXAS HEALTHCARE SYSTEM, INC.  
OAK PLAINS ACADEMY OF TENNESSEE, INC.  
PARK HEALTHCARE COMPANY  
PENNSYLVANIA CLINICAL SCHOOLS, INC.  
PREMIER BEHAVIORAL SOLUTIONS, INC.  
PREMIER BEHAVIORAL SOLUTIONS OF FLORIDA, INC.  
PSYCHIATRIC SOLUTIONS, INC.  
PSYCHIATRIC SOLUTIONS OF VIRGINIA, INC.  
RAMSAY YOUTH SERVICES OF GEORGIA, INC.  
RIVER OAKS, INC.  
RIVEREDGE HOSPITAL HOLDINGS, INC.  
SOUTHEASTERN HOSPITAL CORPORATION  
SPARKS FAMILY HOSPITAL, INC.  
SPRINGFIELD HOSPITAL, INC.  
STONINGTON BEHAVIORAL HEALTH, INC.  
SUMMIT OAKS HOSPITAL, INC.  
TEMECULA VALLEY HOSPITAL, INC.  
TEMPLE BEHAVIORAL HEALTHCARE HOSPITAL, INC.  
TEXAS HOSPITAL HOLDINGS, INC.  
THE ARBOUR, INC.  
TWO RIVERS PSYCHIATRIC HOSPITAL, INC.  
UHS CHILDREN SERVICES, INC.  
UHS HOLDING COMPANY, INC.  
UHS OF CORNERSTONE, INC.  
UHS OF CORNERSTONE HOLDINGS, INC.  
UHS OF D.C., INC.  
UHS OF DENVER, INC.  
UHS OF FAIRMOUNT, INC.

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UHS OF FULLER, INC.  
UHS OF GEORGIA, INC.  
UHS OF GEORGIA HOLDINGS, INC.  
UHS OF HAMPTON, INC.  
UHS OF HARTGROVE, INC.  
UHS OF MADERA, INC.  
UHS OF PARKWOOD, INC.  
UHS OF PENNSYLVANIA, INC.  
UHS OF PROVO CANYON, INC.  
UHS OF PUERTO RICO, INC.  
UHS OF RIVER PARISHES, INC.  
UHS OF SPRING MOUNTAIN, INC.  
UHS OF TEXOMA, INC.  
UHS OF TIMBERLAWN, INC.  
UHS OF TIMPANOGOS, INC.  
UHS OF WESTWOOD PEMBROKE, INC.  
UHS OF WYOMING, INC.  
UHS SAHARA, INC.  
UHS-CORONA, INC.  
UNITED HEALTHCARE OF HARDIN, INC.  
UNIVERSAL HEALTH SERVICES OF PALMDALE, INC.  
UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC.  
VALLEY HOSPITAL MEDICAL CENTER, INC.  
WINDMOOR HEALTHCARE INC.  
WINDMOOR HEALTHCARE OF PINELLAS PARK, INC.  
WISCONSIN AVENUE PSYCHIATRIC CENTER, INC.

By: \_\_\_\_\_

Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

AIKEN REGIONAL MEDICAL CENTERS, LLC  
LA AMISTAD RESIDENTIAL TREATMENT CENTER,  
LLC  
PALM POINT BEHAVIORAL HEALTH, LLC  
TENNESSEE CLINICAL SCHOOLS, LLC  
THE BRIDGEWAY, LLC  
TURNING POINT CARE CENTER, LLC  
UHS OF BENTON, LLC  
UHS OF BOWLING GREEN, LLC  
UHS OF GREENVILLE, LLC  
UHS OF LAKESIDE, LLC  
UHS OF PHOENIX, LLC  
UHS OF RIDGE, LLC  
UHS OF ROCKFORD, LLC  
UHS OF TUCSON, LLC  
UHS SUB III, LLC  
UHSD, LLC  
WELLINGTON REGIONAL MEDICAL CENTER, LLC

By: Universal Health Services, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Executive Vice President, Secretary and Chief  
Financial Officer

[Signature Page to 2024 Indenture]

---

FORT DUNCAN MEDICAL CENTER, L.P.

By: Fort Duncan Medical Center, Inc.  
Its general partner

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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FRONTLINE HOSPITAL, LLC  
FRONTLINE RESIDENTIAL TREATMENT CENTER,  
LLC

By: Frontline Behavioral Health, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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KEYS GROUP HOLDINGS LLC

By: UHS Children Services, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

KEYSTONE/CCS PARTNERS LLC

By: Children's Comprehensive Services, Inc.  
Its Minority Member

By: KEYS Group Holdings LLC  
Its Managing Member and sole member of the minority  
member

By: UHS Children Services, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

KEYSTONE CONTINUUM, LLC  
KEYSTONE NPS LLC  
KEYSTONE RICHLAND CENTER, LLC

By: Keystone/CCS Partners LLC  
Its sole member

By: Children's Comprehensive Services, Inc.  
Its minority member

By: KEYS Group Holdings LLC  
Its managing member and sole member of the minority  
member

By: UHS Children Services, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

KEYSTONE EDUCATION AND YOUTH SERVICES,  
LLC

By: KEYS Group Holdings LLC  
Its sole member

By: UHS Children Services, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]



KEYSTONE MARION, LLC  
KEYSTONE MEMPHIS, LLC  
KEYSTONE NEWPORT NEWS, LLC  
KEYSTONE WSNC, L.L.C.

By: Keystone Education and Youth Services, LLC  
Its sole member

By: KEYS Group Holdings LLC  
Its sole member

By: UHS Children Services, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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MANATEE MEMORIAL HOSPITAL, L.P.

By: Wellington Regional Medical Center, LLC  
Its general partner

By: Universal Health Services, Inc.,  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Executive Vice President, Secretary and Chief  
Financial Officer

[Signature Page to 2024 Indenture]

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MCALLEN HOSPITALS, L.P.

By: McAllen Medical Center, Inc.  
Its general partner

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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PENDLETON METHODIST HOSPITAL, L.L.C.

By: UHS of River Parishes, Inc.  
Its managing member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

GULPH MILLS ASSOCIATES, LLC  
TBD ACQUISITION II, LLC  
UHS KENTUCKY HOLDINGS, L.L.C.  
UHS OF LANCASTER, LLC  
UHS OF NEW ORLEANS, LLC  
UHS OF OKLAHOMA, LLC  
UHSL, L.L.C.

By: UHS of Delaware, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Executive Vice President and Chief Financial Officer

[Signature Page to 2024 Indenture]

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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: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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UHS OF CENTENNIAL PEAKS, L.L.C.

By: UHS of Denver, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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UHS OF DOVER, L.L.C.

By: UHS of Rockford, LLC  
Its sole member

By: Universal Health Services, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Executive Vice President, Secretary and Chief  
Financial Officer

[Signature Page to 2024 Indenture]



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UHS OF DOYLESTOWN, L.L.C.

By: UHS of Pennsylvania, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

---

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

By: UHS of Provo Canyon, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

---

UHS OF SAVANNAH, L.L.C.

By: UHS of Georgia Holdings, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

---

UHS OF SPRINGWOODS, L.L.C.  
UHS OKLAHOMA CITY LLC

By: UHS of New Orleans, LLC  
Its sole member

By: UHS of Delaware, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Executive Vice President and Chief Financial  
Officer

[Signature Page to 2024 Indenture]

---

UHS OF SUMMITRIDGE, LLC

By: UHS of Peachford, L.P.  
Its sole member

By: UHS of Georgia, Inc.  
Its general partner

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

By: Psychiatric Solutions, Inc.  
Its Sole Member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

DIAMOND GROVE CENTER, LLC  
KMI ACQUISITION, LLC  
LIBERTY POINT BEHAVIORAL HEALTHCARE, LLC  
PSJ ACQUISITION, LLC  
SHADOW MOUNTAIN BEHAVIORAL HEALTH  
SYSTEM, LLC  
SUNSTONE BEHAVIORAL HEALTH, LLC  
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

[Signature Page to 2024 Indenture]

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: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]



By: Palmetto Behavioral Health Holdings, LLC  
Its Sole Member

By: Premier Behavioral Solutions, Inc.  
Its Sole Member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

---

SP BEHAVIORAL, LLC  
UNIVERSITY BEHAVIORAL, LLC

By: Ramsay Managed Care, LLC  
Its Sole Member

By: Premier Behavioral Solutions, Inc.  
Its Sole Member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

---

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: Vice President

[Signature Page to 2024 Indenture]

---

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

[Signature Page to 2024 Indenture]

---

WILLOW SPRINGS, LLC

By: BHC Health Services of Nevada, Inc.  
Its Sole Member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

BHC PINNACLE POINTE HOSPITAL, LLC  
BHC PROPERTIES, LLC  
COLUMBUS HOSPITAL PARTNERS, LLC  
HOLLY HILL HOSPITAL, LLC  
LEBANON HOSPITAL PARTNERS, LLC  
NORTHERN INDIANA PARTNERS, LLC  
ROLLING HILLS HOSPITAL, LLC  
VALLE VISTA HOSPITAL PARTNERS, LLC

By: Behavioral Healthcare LLC  
Its Sole Member

By: BHC Holdings, Inc.  
Its Sole Member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]



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: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

By: BHC Holdings, Inc.  
Its Sole Member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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HORIZON HEALTH HOSPITAL SERVICES, LLC  
HORIZON MENTAL HEALTH MANAGEMENT, LLC

By: Horizon Health Corporation  
Its Sole Member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

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HHC PENNSYLVANIA, LLC  
HHC POPLAR SPRINGS, LLC  
KINGWOOD PINES HOSPITAL, LLC  
SCHICK SHADEL OF FLORIDA, LLC  
TOLEDO HOLDING CO., LLC

By: Horizon Health Hospital Services, LLC  
Its Sole Member

By: Horizon Health Corporation  
Its Sole Member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

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HICKORY TRAIL HOSPITAL, L.P.  
MILLWOOD HOSPITAL, L.P.  
NEURO INSTITUTE OF AUSTIN, L.P.  
TEXAS CYPRESS CREEK HOSPITAL, L.P.  
TEXAS LAUREL RIDGE HOSPITAL, L.P.  
TEXAS OAKS PSYCHIATRIC 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: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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SHC-KPH, LP

By: HHC Kingwood Investment, LLC  
Its General Partner

By: Horizon Health Hospital Services, LLC  
Sole member of the General Partner

By: Horizon Health Corporation  
Its sole member

By: \_\_\_\_\_

Name: Steve Filton

Title: Vice President

[Signature Page to 2024 Indenture]



H.C. PARTNERSHIP

By: H.C. Corporation  
Its General Partner

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

By: HSA Hill Crest Corporation  
Its General Partner

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

BHC OF INDIANA, GENERAL PARTNERSHIP

By: Columbus Hospital Partners, LLC  
Its General Partner

By: Lebanon Hospital Partners, LLC  
Its General Partner

By: Northern Indiana Partners, LLC  
Its General Partner

By: Valle Vista Hospital Partners, LLC  
Its General Partner

By: BHC Healthcare, LLC  
The Sole Member of each of the above General  
Partners

By: BHC Holdings, Inc.  
Its Sole Member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

By: UHS of Fairmount, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

BEHAVIORAL HEALTH MANAGEMENT, LLC  
BEHAVIORAL HEALTH REALTY, LLC  
CAT REALTY, LLC  
CAT SEATTLE, LLC  
MAYHILL BEHAVIORAL HEALTH, LLC  
PSYCHIATRIC REALTY, LLC  
RR RECOVERY, LLC  
SALT LAKE BEHAVIORAL HEALTH, LLC  
SALT LAKE PSYCHIATRIC REALTY, LLC  
UBH OF OREGON, LLC  
UBH OF PHOENIX, LLC  
UBH OF PHOENIX REALTY, LLC  
UNIVERSITY BEHAVIORAL HEALTH OF EL PASO,  
LLC

By: Ascend Health Corporation  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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GARFIELD PARK HOSPITAL, LLC

By: UHS of Hartgrove, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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ABS LINC KY, LLC  
HUGHES CENTER, LLC

By: Alternative Behavioral Services, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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VALLEY HEALTH SYSTEM LLC

By: Valley Hospital Medical Center, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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UHP LP

By: Island 77 LLC  
Its general partner

By: Ascend Health Corporation  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]



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BEACH 77 LP

By: 2026 W. University Properties, LLC  
Its general partner

By: Ascend Health Corporation  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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CORAL SHORES BEHAVIORAL HEALTH, LLC

By: Children's Comprehensive Services, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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DVH HOSPITAL ALLIANCE LLC

By: UHS Holding Company, Inc.  
Its sole member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

DHP 2131 K ST, LLC

By: District Hospital Partners, L.P.  
Its sole member

By: UHS of D.C., Inc.  
Its general partner

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Vice President

[Signature Page to 2024 Indenture]

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UHS FUNDING, LLC

By: UHS of Delaware, Inc.  
Its majority member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Executive Vice President and Chief  
Financial Officer

[Signature Page to 2024 Indenture]

MILWAUKEE BEHAVIORAL HEALTH, LLC

By: UHS Funding, LLC  
Its majority member

By: UHS of Delaware, Inc.  
Its majority member

By: \_\_\_\_\_  
Name: Steve Filton  
Title: Executive Vice President and Chief Financial Officer

[Signature Page to 2024 Indenture]

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee

By: \_\_\_\_\_

Name: Gregory P. Guim

Title: Vice President

[Signature Page to 2024 Indenture]

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to 2024 Indenture]



SCHEDULE 1

Guarantors

ABS LINCS KY, LLC  
ABS LINCS SC, Inc.  
Aiken Regional Medical Centers, LLC  
Alliance Health Center, Inc.  
Alternative Behavioral Services, Inc.  
Ascend Health Corporation  
Atlantic Shores Hospital, LLC  
AZ Holding 4, LLC  
Beach 77 LP  
Behavioral Health Management, LLC  
Behavioral Health Realty, LLC  
Behavioral Healthcare LLC  
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 Mesilla Valley Hospital, LLC  
BHC Montevista Hospital, Inc.  
BHC Northwest Psychiatric Hospital, LLC  
BHC of Indiana, General Partnership  
BHC Pinnacle Pointe Hospital, LLC  
BHC Properties, LLC  
BHC Sierra Vista Hospital, Inc.  
BHC Streamwood Hospital, Inc.  
Bloomington Meadows, General Partnership  
Brentwood Acquisition—Shreveport, Inc.  
Brentwood Acquisition, Inc.  
Brynn Marr Hospital, Inc.  
Calvary Center, Inc.  
Canyon Ridge Hospital, Inc.  
CAT Realty, LLC  
CAT Seattle, LLC  
CCS/Lansing, Inc.  
Cedar Springs Hospital, Inc.  
Children's Comprehensive Services, Inc.  
Columbus Hospital Partners, LLC  
Coral Shores Behavioral Health, LLC  
Cumberland Hospital Partners, LLC  
Cumberland Hospital, LLC  
Del Amo Hospital, Inc.  
DHP 2131 K St, LLC

Diamond Grove Center, LLC  
District Hospital Partners, L.P.  
DVH Hospital Alliance LLC  
Emerald Coast Behavioral Hospital, LLC  
Fannin Management Services, LLC  
First Hospital Corporation of Virginia Beach  
Forest View Psychiatric Hospital, Inc.  
Fort Duncan Medical Center, L.P.  
Fort Lauderdale Hospital, Inc.  
FRN, INC.  
Frontline Behavioral Health, Inc.  
Frontline Hospital, LLC  
Frontline Residential Treatment Center, LLC  
Garfield Park Hospital, LLC  
Great Plains Hospital, Inc.  
Gulf Coast Treatment Center, Inc.  
Gulph Mills Associates, LLC  
H. C. Corporation  
H.C. Partnership  
Harbor Point Behavioral Health Center, Inc.  
Havenwyck Hospital Inc.  
HHC Augusta, Inc.  
HHC Delaware, Inc.  
HHC Indiana, Inc.  
HHC Ohio, Inc.  
HHC Pennsylvania, LLC  
HHC Poplar Springs, LLC  
HHC River Park, Inc.  
HHC South Carolina, Inc.  
HHC St. Simons, Inc.  
Hickory Trail Hospital, L.P.  
Holly Hill Hospital, LLC  
Horizon Health Austin, Inc.  
Horizon Health Corporation  
Horizon Health Hospital Services, LLC  
Horizon Mental Health Management, LLC  
HSA Hill Crest Corporation  
Hughes Center, LLC  
Independence Physician Management, LLC  
KEYS Group Holdings LLC  
Keystone Continuum, LLC  
Keystone Education and Youth Services, LLC  
Keystone Marion, LLC  
Keystone Memphis, LLC  
Keystone Newport News, LLC  
Keystone NPS LLC  
Keystone Richland Center LLC  
Keystone WSNC, L.L.C.  
Keystone/CCS Partners LLC  
Kids Behavioral Health of Utah, Inc.  
Kingwood Pines Hospital, LLC

KMI Acquisition, LLC  
La Amistad Residential Treatment Center, LLC  
Lancaster Hospital Corporation  
Laurel Oaks Behavioral Health Center, Inc.  
Lebanon Hospital Partners, LLC  
Liberty Point Behavioral Healthcare, LLC  
Manatee Memorial Hospital, L.P.  
Mayhill Behavioral Health, LLC  
McAllen Hospitals, L.P.  
McAllen Medical Center, Inc.  
Meridell Achievement Center, Inc.  
Merion Building Management, Inc.  
Michigan Psychiatric Services, Inc.  
Millwood Hospital, L.P.  
Milwaukee Behavioral Health, LLC  
Neuro Institute of Austin, L.P.  
North Spring Behavioral Healthcare, Inc.  
Northern Indiana Partners, LLC  
Northwest Texas Healthcare System, Inc.  
Oak Plains Academy of Tennessee, Inc.  
Ocala Behavioral Health, LLC  
Palm Point Behavioral Health, LLC  
Palmetto Behavioral Health Holdings, LLC  
Palmetto Behavioral Health System, L.L.C.  
Palmetto Lowcountry Behavioral Health, L.L.C.  
Park Healthcare Company  
Pasteur Healthcare Properties, LLC  
Pendleton Methodist Hospital, L.L.C.  
Pennsylvania Clinical Schools, Inc.  
Premier Behavioral Solutions of Florida, Inc.  
Premier Behavioral Solutions, Inc.  
PSJ Acquisition, LLC  
Psychiatric Realty, LLC  
Psychiatric Solutions Hospitals, LLC  
Psychiatric Solutions of Virginia, Inc.  
Psychiatric Solutions, Inc.  
Ramsay Managed Care, LLC  
Ramsay Youth Services of Georgia, Inc.  
Ridge Outpatient Counseling, L.L.C.  
River Oaks, Inc.  
Riveredge Hospital Holdings, Inc.  
Riverside Medical Clinic Patient Services, L.L.C.  
Rolling Hills Hospital, LLC  
RR Recovery, LLC  
Salt Lake Behavioral Health, LLC  
Salt Lake Psychiatric Realty, LLC  
Samson Properties, LLC  
Schick Shadel of Florida, LLC  
Shadow Mountain Behavioral Health System, LLC  
SHC-KPH, LP  
Southeastern Hospital Corporation

SP Behavioral, LLC  
Sparks Family Hospital, Inc.  
Springfield Hospital, Inc.  
Stonington Behavioral Health, Inc.  
Summit Oaks Hospital, Inc.  
Sunstone Behavioral Health, LLC  
TBD Acquisition II, LLC  
TBD Acquisition, LLC  
TBJ Behavioral Center, LLC  
Temecula Valley Hospital, Inc.  
Temple Behavioral Healthcare Hospital, Inc.  
Tennessee Clinical Schools, LLC  
Texas Cypress Creek Hospital, L.P.  
Texas Hospital Holdings, Inc.  
Texas Laurel Ridge Hospital, L.P.  
Texas Oaks Psychiatric Hospital, L.P.  
Texas San Marcos Treatment Center, L.P.  
Texas West Oaks Hospital, L.P.  
The Arbour, Inc.  
The Bridgeway, LLC  
The National Deaf Academy, LLC  
Three Rivers Behavioral Health, LLC  
Three Rivers Healthcare Group, LLC  
Toledo Holding Co., LLC  
Turning Point Care Center, LLC  
Two Rivers Psychiatric Hospital, Inc.  
UBH of Oregon, LLC  
UBH of Phoenix Realty, LLC  
UBH of Phoenix, LLC  
UHP LP  
UHS Capitol Acquisition, LLC  
UHS Children Services, Inc.  
UHS Funding, LLC  
UHS Holding Company, Inc.  
UHS Kentucky Holdings, L.L.C.  
UHS Midwest Behavioral Health, LLC  
UHS of Anchor, L.P.  
UHS of Benton, LLC  
UHS of Bowling Green, LLC  
UHS of Centennial Peaks, L.L.C.  
UHS of Cornerstone Holdings, Inc.  
UHS of Cornerstone, Inc.  
UHS of D.C., Inc.  
UHS of Delaware, Inc.  
UHS of Denver, Inc.  
UHS of Dover, L.L.C.  
UHS of Doylestown, L.L.C.  
UHS of Fairmount, Inc.  
UHS of Fuller, Inc.  
UHS of Georgia Holdings, Inc.  
UHS of Georgia, Inc.

UHS of Greenville, LLC  
UHS of Hampton, Inc  
UHS of Hartgrove, Inc.  
UHS of Lakeside, LLC  
UHS of Lancaster, LLC  
UHS of Laurel Heights, L.P.  
UHS of Madera, Inc.  
UHS of New Orleans, LLC  
UHS of Oklahoma, LLC  
UHS of Parkwood, Inc.  
UHS of Peachford, L.P.  
UHS of Pennsylvania, Inc.  
UHS of Phoenix, LLC  
UHS of Provo Canyon, Inc.  
UHS of Puerto Rico, Inc.  
UHS of Ridge, LLC  
UHS of River Parishes, Inc.  
UHS of Rockford, LLC  
UHS of Salt Lake City, L.L.C.  
UHS of Savannah, L.L.C.  
UHS of Spring Mountain, Inc.  
UHS of Springwoods, L.L.C.  
UHS of Summitridge, L.L.C.  
UHS of Texoma, Inc.  
UHS of Timberlawn, Inc.  
UHS of Timpanogos, Inc.  
UHS of Tucson, LLC  
UHS of Westwood Pembroke, Inc.  
UHS of Wyoming, Inc.  
UHS Oklahoma City LLC  
UHS Sahara, Inc.  
UHS Sub III, LLC  
UHS-Corona, Inc.  
UHSD, L.L.C.  
UHSL, L.L.C.  
United Healthcare of Hardin, Inc.  
Universal Health Services of Palmdale, Inc.  
Universal Health Services of Rancho Springs, Inc.  
University Behavioral Health of El Paso, LLC  
University Behavioral, LLC  
Valle Vista Hospital Partners, LLC  
Valle Vista, LLC  
Valley Health System LLC  
Valley Hospital Medical Center, Inc.  
Wekiva Springs Center, LLC  
Wellington Regional Medical Center, LLC  
Wellstone Regional Hospital Acquisition, LLC  
Willow Springs, LLC  
Windmoor Healthcare Inc.  
Windmoor Healthcare of Pinellas Park, Inc.  
Wisconsin Avenue Psychiatric Center, Inc.  
Zeus Endeavors, LLC

September 16, 2024

Universal Health Services, Inc.  
Universal Corporate Center  
367 South Gulph Road  
P.O. Box 61558  
King of Prussia, Pennsylvania 19406-0958

Ladies and Gentlemen:

We have acted as counsel to Universal Health Services, Inc., a Delaware corporation (the "Company"), the subsidiaries of the Company listed on Schedule I hereto (the "DE Guarantors") and the subsidiaries of the Company listed on Schedule II hereto (the "Non-DE Guarantors" and, collectively with the DE Guarantors, the "Guarantors"), with respect to certain legal matters in connection with the Company's and the Guarantors' registration pursuant to a shelf registration statement on Form S-3 (such registration statement, as it may be amended from time to time, the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), for the offer and sale from time to time, pursuant to Rule 415 under the Securities Act, of (i) shares of Class B Common Stock of the Company, \$.01 par value per share (the "Common Shares"); (ii) debt securities of the Company (the "Debt Securities") that may be issued, in one or more series, pursuant to an indenture, the form of which is filed as an exhibit to the Registration Statement (as it may be amended, the "Indenture"), and resolutions of the Board of Directors of the Company or one or more indentures supplemental thereto (the "Supplemental Documents"), and (iii) guarantees of Debt Securities by the Guarantors (the "Guarantees") that may be issued pursuant to the Indenture, resolutions of the governing bodies of the Guarantors and Supplemental Documents, in each case on terms to be determined at the time of offering by the Company. The Common Shares, Debt Securities and the Guarantees are collectively referred to herein as the "Securities." The Securities will be offered in amounts, at prices and on terms to be set forth in supplements (each, a "Prospectus Supplement") to the base prospectus (the "Base Prospectus") contained in the Registration Statement.

We have examined such records of the Company and the DE Guarantors and other documents and questions of law as we have considered necessary or appropriate for the purposes of this opinion letter. In our examination of the foregoing documents, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals of such latter documents.

In addition, in connection with rendering the opinions set forth below, we have assumed that (i) the Restated Certificate of Incorporation of the Company (as amended, the "Certificate of Incorporation") and bylaws of the Company and the organizational documents of the DE Guarantors will not have been amended in any manner that would affect any legal conclusion set forth herein; (ii) at the time of offer, issuance and sale of any Securities, the Registration Statement, and any amendments thereto (including post-effective amendments), will have

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at [nortonrosefulbright.com](http://nortonrosefulbright.com).

become effective under the Securities Act, and no stop order suspending its effectiveness will have been issued and remain in effect; (iii) a Prospectus Supplement will have been prepared and filed with the Securities and Exchange Commission describing the Securities offered thereby; (iv) all Securities offered and sold will be offered and sold in compliance with applicable federal and state securities or “blue sky” laws and in the manner specified in the Registration Statement and the applicable Prospectus Supplement, as applicable; (v) the Indenture and any supplemental indentures relating to any Debt Securities and any Guarantees offered and sold will be duly authorized, executed and delivered by the parties thereto (other than the Company and the DE Guarantors) and such Debt Securities and such Guarantees will have been validly executed and delivered by the Company and the Guarantors and validly executed, delivered and authenticated by the trustee relating to the Debt Securities and Guarantees; (vi) each person signing the Indenture and any supplemental indentures (other than the Company and the DE Guarantors) will have the legal capacity and authority to do so; (vii) at the time of the issuance and sale of the Securities, the Company will be validly existing as a corporation and in good standing under the laws of the State of Delaware; (viii) at the time of the issuance and sale of the Guarantees, each of the DE Guarantors will be validly existing as a corporation, limited liability company or limited partnership, as applicable, and in good standing under the laws of State of Delaware and each Non-DE Guarantor will be validly existing a corporation, limited liability company or limited partnership, as applicable, and in good standing under the laws of the jurisdiction of its formation; (ix) the accuracy of the opinion letter dated the date hereof of Matthew D. Klein, Senior Vice President and General Counsel to the Company, which is being filed as Exhibit 5.2 to the Registration Statement; (x) a definitive purchase, sales, underwriting or similar agreement with respect to any Securities offered will have been duly authorized and validly executed and delivered by the Company and the other parties thereto; (xi) certificates representing Company Shares will have been duly executed, countersigned, registered and delivered, or if uncertificated, valid book-entry notations will have been made in the share register of the Company, in each case in accordance with the provisions of the Certificate of Incorporation and the Company’s bylaws; (xii) there will be sufficient Common Shares authorized under the Certificate of Incorporation and not otherwise issued or reserved for issuance; and (xiii) the purchase price for Common Shares payable to the Company or, if such shares are issuable upon conversion, exchange, redemption or exercise of other Securities the consideration payable to the Company for such conversion, exchange, redemption or exercise, will not be less than the par value of such shares.

Based on the foregoing, and subject to the assumptions, qualifications, limitations, and exceptions set forth herein, we are of the opinion that:

1. With respect to Common Shares, when (i) the Company has taken all necessary action to approve the issuance of the Common Shares, the terms of the offering and related matters; and (ii) the Common Shares have been issued and delivered in accordance with the terms of the applicable definitive purchase, sales, underwriting or similar agreement approved by the Company, upon payment of the consideration therefor provided for therein, the Common Shares will be legally issued, fully paid and nonassessable with no personal liability attaching to ownership thereof.
2. With respect to Debt Securities, when (i) the Indenture and any supplemental indentures relating to the Debt Securities have been duly qualified under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”); (ii) the Company has taken all necessary action to approve the issuance and terms of such Debt Securities; (iii) the terms of such Debt Securities and their issuance and sale have been duly established in conformity with

the Indenture and the applicable Supplemental Documents so as not to violate any applicable law or result in a default under or breach of any agreement or instrument binding upon the Company and so as to comply with any requirements or restrictions imposed by any court or governmental body having jurisdiction over the Company; and (iv) such Debt Securities have been duly executed and authenticated in accordance with the provisions of the Indenture and the applicable Supplemental Documents and issued and sold as contemplated in the Registration Statement and upon payment of the consideration as provided for in the applicable definitive purchase, underwriting or similar agreement approved by the Company, such Debt Securities will be legally issued and will constitute valid and legally binding obligations of the Company, enforceable against the Company, except as such enforcement is subject to any applicable bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and to general equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).

3. With respect to Guarantees, when (i) the Indenture and any supplemental indentures relating to the Guarantees have been duly qualified under the Trust Indenture Act; (ii) the Guarantors have taken all necessary action to approve the issuance and terms of such Guarantees; (iii) the terms of such Guarantees and their issuance and sale have been duly established in conformity with the Indenture and the applicable Supplemental Documents so as not to violate any applicable law or result in a default under or breach of any agreement or instrument binding upon the Guarantors and so as to comply with any requirements or restrictions imposed by any court or governmental body having jurisdiction over the Guarantors; and (iv) such Debt Securities guaranteed by the Guarantees have been duly executed by the Company and authenticated in accordance with the provisions of the Indenture and the applicable Supplemental Documents and issued and sold as contemplated in the Registration Statement and upon payment of the consideration as provided for in the applicable definitive purchase, underwriting or similar agreement approved by the Guarantors, such Guarantees will be legally issued and will constitute valid and legally binding obligations of the Guarantors, enforceable against the Guarantors in accordance with their terms, except as such enforcement is subject to any applicable bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and to general equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).

We express no opinion concerning (a) the validity or enforceability of any provisions contained in the Indenture or any Supplemental Documents that purport to waive or not give effect to rights to notices, defenses, subrogation or other rights or benefits that cannot be effectively waived under applicable law; (b) any provision that relates to severability or separability or purports to require that all amendments, supplements or waivers be in writing; or (c) the enforceability of indemnification provisions to the extent they purport to relate to liabilities resulting from or based upon negligence or any violation of federal or state securities or blue sky laws.

The foregoing opinions are limited to the laws of the State of New York (as to the opinions given in paragraphs 2 and 3), Delaware General Corporation Law and applicable federal laws of the United States of America (in each case in effect as of the date hereof) and we express no opinion as to the effect of the laws of any other jurisdiction, domestic or foreign.



We hereby consent to the references to this firm under the caption “Legal Matters” in the Base Prospectus and to the filing of this opinion as an exhibit to the Registration Statement. By giving Universal Health Services, Inc. such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Very truly yours,

/s/ Norton Rose Fulbright US LLP

Norton Rose Fulbright US LLP

SCHEDULE I

DE GUARANTORS

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
Ascend Health Corporation	Delaware
Atlantic Shores Hospital, LLC	Delaware
Beach 77 LP	Delaware
Behavioral Health Management, LLC	Delaware
Behavioral Health Realty, LLC	Delaware
Behavioral Healthcare LLC	Delaware
BHC Holdings, Inc.	Delaware
BHC Mesilla Valley Hospital, LLC	Delaware
BHC Northwest Psychiatric Hospital, LLC	Delaware
Brentwood Acquisition—Shreveport, Inc.	Delaware
Calvary Center, Inc.	Delaware
CAT Realty, LLC	Delaware
CAT Seattle, LLC	Delaware
Cedar Springs Hospital, Inc.	Delaware
Coral Shores Behavioral Health, LLC	Delaware
Cumberland Hospital Partners, LLC	Delaware
DHP 2131 K St, LLC	Delaware
Diamond Grove Center, LLC	Delaware
DVH Hospital Alliance LLC	Delaware
Emerald Coast Behavioral Hospital, LLC	Delaware
Fort Duncan Medical Center, L.P.	Delaware
FRN, Inc.	Delaware
Frontline Behavioral Health, Inc.	Delaware
Frontline Hospital, LLC	Delaware
Frontline Residential Treatment Center, LLC	Delaware
HHC Delaware, Inc.	Delaware
HHC Pennsylvania, LLC	Delaware
Hickory Trail Hospital, L.P.	Delaware
Horizon Health Corporation	Delaware
Horizon Health Hospital Services, LLC	Delaware
Independence Physician Management, LLC	Delaware
Keys Group Holdings LLC	Delaware
Keystone/CCS Partners LLC	Delaware
KMI Acquisition, LLC	Delaware
Laurel Oaks Behavioral Health Center, Inc.	Delaware
Liberty Point Behavioral Healthcare, LLC	Delaware
Manatee Memorial Hospital, L.P.	Delaware
McAllen Hospitals, L.P.	Delaware
McAllen Medical Center, Inc.	Delaware
Merion Building Management, Inc.	Delaware
Ocala Behavioral Health, LLC	Delaware
Palmetto Behavioral Health Holdings, LLC	Delaware

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
Pasteur Healthcare Properties, LLC	Delaware
Pendleton Methodist Hospital, L.L.C.	Delaware
Premier Behavioral Solutions Of Florida, Inc.	Delaware
Premier Behavioral Solutions, Inc.	Delaware
Psychiatric Realty, LLC	Delaware
Psychiatric Solutions Hospitals, LLC	Delaware
Psychiatric Solutions, Inc.	Delaware
Ramsay Managed Care, LLC	Delaware
Ramsay Youth Services Of Georgia, Inc.	Delaware
Riveredge Hospital Holdings, Inc.	Delaware
RR Recovery, LLC	Delaware
Salt Lake Behavioral Health, LLC	Delaware
Salt Lake Psychiatric Realty, LLC	Delaware
Shadow Mountain Behavioral Health System, LLC	Delaware
Springfield Hospital, Inc.	Delaware
Stonington Behavioral Health, Inc.	Delaware
TBD Acquisition II, LLC	Delaware
TBD Acquisition, LLC	Delaware
TBJ Behavioral Center, LLC	Delaware
Texas Hospital Holdings, Inc.	Delaware
Toledo Holding Co., LLC	Delaware
Two Rivers Psychiatric Hospital, Inc.	Delaware
UBH Of Oregon, LLC	Delaware
UBH Of Phoenix Realty, LLC	Delaware
UBH Of Phoenix, LLC	Delaware
UHP LP	Delaware
UHS Capitol Acquisition, LLC	Delaware
UHS Children's Services, Inc.	Delaware
UHS Funding, LLC	Delaware
UHS Kentucky Holdings, L.L.C.	Delaware
UHS Midwest Behavioral Health, LLC	Delaware
UHS Of Anchor, L.P.	Delaware
UHS Of Benton, LLC	Delaware
UHS Of Bowling Green, LLC	Delaware
UHS Of Centennial Peaks, L.L.C.	Delaware
UHS Of Cornerstone Holdings, Inc.	Delaware
UHS Of Cornerstone, Inc.	Delaware
UHS Of D.C., Inc.	Delaware
UHS Of Delaware, Inc.	Delaware
UHS Of Denver, Inc.	Delaware
UHS Of Dover, L.L.C.	Delaware
UHS Of Doylestown, L.L.C.	Delaware
UHS Of Fairmount, Inc.	Delaware
UHS Of Georgia Holdings, Inc.	Delaware
UHS Of Georgia, Inc.	Delaware
UHS Of Greenville, LLC	Delaware

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
UHS Of Lakeside, LLC	Delaware
UHS Of Laurel Heights, L.P.	Delaware
UHS Of Madera, Inc.	Delaware
UHS Of Parkwood, Inc.	Delaware
UHS Of Peachford, L.P.	Delaware
UHS Of Phoenix, LLC	Delaware
UHS Of Provo Canyon, Inc.	Delaware
UHS Of Puerto Rico, Inc.	Delaware
UHS Of Ridge, LLC	Delaware
UHS Of Rockford, LLC	Delaware
UHS Of Salt Lake City, L.L.C.	Delaware
UHS Of Savannah, L.L.C.	Delaware
UHS Of Spring Mountain, Inc.	Delaware
UHS Of Springwoods, L.L.C.	Delaware
UHS Of Summitridge, L.L.C.	Delaware
UHS Of Texoma, Inc.	Delaware
UHS Of Timpanogos, Inc.	Delaware
UHS Of Tucson, LLC	Delaware
UHS Of Wyoming, Inc.	Delaware
UHS Sahara, Inc.	Delaware
UHS Sub III, LLC	Delaware
UHS-Corona, Inc.	Delaware
Universal Health Services Of Palmdale, Inc.	Delaware
University Behavioral Health Of El Paso, LLC	Delaware
Valle Vista, LLC	Delaware
Valley Health System LLC	Delaware
Wekiva Springs Center, LLC	Delaware
Willow Springs, LLC	Delaware
Windmoor Healthcare Of Pinellas Park, Inc.	Delaware
Wisconsin Avenue Psychiatric Center, Inc.	Delaware

SCHEDULE II

NON-DE GUARANTORS

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
ABS Lines KY, LLC	Virginia
ABS Lines SC, Inc.	South Carolina
Aiken Regional Medical Centers, LLC	South Carolina
Alliance Health Center, Inc.	Mississippi
Alternative Behavioral Services, Inc.	Virginia
AZ Holding 4, LLC	Arkansas
Benchmark Behavioral Health System, Inc.	Utah
BHC Alhambra Hospital, Inc.	Tennessee
BHC Belmont Pines Hospital, Inc.	Tennessee
BHC Fairfax Hospital, Inc.	Tennessee
BHC Fox Run Hospital, Inc.	Tennessee
BHC Fremont Hospital, Inc.	Tennessee
BHC Health Services Of Nevada, Inc.	Nevada
BHC Heritage Oaks Hospital, Inc.	Tennessee
BHC Intermountain Hospital, Inc.	Tennessee
BHC Montevista Hospital, Inc.	Nevada
BHC Of Indiana, General Partnership	Tennessee
BHC Pinnacle Pointe Hospital, LLC	Tennessee
BHC Properties, LLC	Tennessee
BHC Sierra Vista Hospital, Inc.	Tennessee
BHC Streamwood Hospital, Inc.	Tennessee
Bloomington Meadows, General Partnership	Tennessee
Brentwood Acquisition, Inc.	Tennessee
Brynn Marr Hospital, Inc.	North Carolina
Canyon Ridge Hospital, Inc.	California
CCS/Lansing, Inc.	Michigan
Children's Comprehensive Services, Inc.	Tennessee
Columbus Hospital Partners, LLC	Tennessee
Cumberland Hospital, LLC	Virginia
Del Amo Hospital, Inc.	California
District Hospital Partners, L.P.	District of Columbia
Fannin Management Services, LLC	Texas
First Hospital Corporation Of Virginia Beach	Virginia
Forest View Psychiatric Hospital, Inc.	Michigan
Fort Lauderdale Hospital, Inc.	Florida
Garfield Park Hospital, LLC	Illinois
Great Plains Hospital, Inc.	Missouri
Gulf Coast Treatment Center, Inc.	Florida
Gulph Mills Associates, LLC	Pennsylvania
H. C. Corporation	Alabama
H.C. Partnership	Alabama
Harbor Point Behavioral Health Center, Inc.	Virginia

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
Havenwyck Hospital Inc.	Michigan
HHC Augusta, Inc.	Georgia
HHC Indiana, Inc.	Indiana
HHC Ohio, Inc.	Ohio
HHC Poplar Springs, LLC	Virginia
HHC River Park, Inc.	West Virginia
HHC South Carolina, Inc.	South Carolina
HHC St. Simons, Inc.	Georgia
Holly Hill Hospital, LLC	Tennessee
Horizon Health Austin, Inc.	Texas
Horizon Mental Health Management, LLC	Texas
HSA Hill Crest Corporation	Alabama
Hughes Center, LLC	Virginia
Keystone Continuum, LLC	Tennessee
Keystone Education and Youth Services, LLC	Tennessee
Keystone Marion, LLC	Virginia
Keystone Memphis, LLC	Tennessee
Keystone Newport News, LLC	Virginia
Keystone NPS LLC	California
Keystone Richland Center LLC	Ohio
Keystone WSNC, L.L.C.	North Carolina
Kids Behavioral Health Of Utah, Inc.	Utah
Kingwood Pines Hospital, LLC	Texas
La Amistad Residential Treatment Center, LLC	Florida
Lancaster Hospital Corporation	California
Lebanon Hospital Partners, LLC	Tennessee
Mayhill Behavioral Health, LLC	Texas
Meridell Achievement Center, Inc.	Texas
Michigan Psychiatric Services, Inc.	Michigan
Millwood Hospital, L.P.	Texas
Milwaukee Behavioral Health, LLC	Wisconsin
Neuro Institute Of Austin, L.P.	Texas
North Spring Behavioral Healthcare, Inc.	Tennessee
Northern Indiana Partners, LLC	Tennessee
Northwest Texas Healthcare System, Inc.	Texas
Oak Plains Academy Of Tennessee, Inc.	Tennessee
Palmetto Behavioral Health System, L.L.C.	South Carolina
Palmetto Lowcountry Behavioral Health, L.L.C.	South Carolina
Palm Point Behavioral Health, LLC	Florida
Park Healthcare Company	Tennessee
Pennsylvania Clinical Schools, Inc.	Pennsylvania
PSJ Acquisition, LLC	North Dakota
Psychiatric Solutions Of Virginia, Inc.	Tennessee
Ridge Outpatient Counseling, L.L.C.	Kentucky
River Oaks, Inc.	Louisiana
Riverside Medical Clinic Patient Services, L.L.C.	California

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
Rolling Hills Hospital, LLC	Tennessee
Samson Properties, LLC	Florida
Schick Shadel of Florida, LLC	Florida
SHC-KPH, LP	Texas
Southeastern Hospital Corporation	Tennessee
SP Behavioral, LLC	Florida
Sparks Family Hospital, Inc.	Nevada
Summit Oaks Hospital, Inc.	New Jersey
Sunstone Behavioral Health, LLC	Tennessee
Temecula Valley Hospital, Inc.	California
Temple Behavioral Healthcare Hospital, Inc.	Texas
Tennessee Clinical Schools, LLC	Tennessee
Texas Cypress Creek Hospital, L.P.	Texas
Texas Laurel Ridge Hospital, L.P.	Texas
Texas Oaks Psychiatric Hospital, L.P.	Texas
Texas San Marcos Treatment Center, L.P.	Texas
Texas West Oaks Hospital, L.P.	Texas
The Arbour, Inc.	Massachusetts
The Bridgeway, LLC	Arizona
The National Deaf Academy, LLC	Florida
Three Rivers Behavioral Health, LLC	South Carolina
Three Rivers Healthcare Group, LLC	South Carolina
Turning Point Care Center, LLC	Georgia
UHS Holding Company, Inc.	Nevada
UHS Of Fuller, Inc.	Massachusetts
UHS Of Hampton, Inc.	New Jersey
UHS Of Hartgrove, Inc	Illinois
UHS Of Lancaster, LLC	Pennsylvania
UHS Of New Orleans, LLC	Louisiana
UHS Of Oklahoma, LLC	Oklahoma
UHS Of Pennsylvania, Inc.	Pennsylvania
UHS Of River Parishes, Inc.	Louisiana
UHS Of Timberlawn, Inc.	Texas
UHS Of Westwood Pembroke, Inc.	Massachusetts
UHS Oklahoma City LLC	Oklahoma
UHSD, L.L.C.	Nevada
UHSL, L.L.C.	Nevada
United Healthcare Of Hardin, Inc.	Tennessee
Universal Health Services Of Rancho Springs, Inc.	California
University Behavioral, LLC	Florida
Valle Vista Hospital Partners, LLC	Tennessee
Valley Hospital Medical Center, Inc.	Nevada
Wellington Regional Medical Center, LLC	Florida
Wellstone Regional Hospital Acquisition, LLC	Indiana
Windmoor Healthcare Inc.	Florida
Zeus Endeavors, LLC	Florida

**Universal Health Services, Inc.**  
**367 South Gulph Road**  
**P.O. Box 61558**  
**King of Prussia, PA 19406**

September 16, 2024

Universal Health Services, Inc.  
and the Subsidiary Guarantors  
367 South Gulph Road  
King of Prussia, Pennsylvania 19406

Ladies and Gentlemen:

I am Senior Vice President and General Counsel to Universal Health Services, Inc., a Delaware corporation (the "Company"), and the subsidiaries of the Company listed on Schedules I and II hereto (the "Guarantors") and I am delivering this opinion in connection with Company's and the Guarantors' registration pursuant to a shelf registration statement on Form S-3 (such registration statement, as it may be amended from time to time, the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the offer and sale from time to time, pursuant to Rule 415 under the Securities Act, of (i) shares of Class B Common Stock of the Company, \$.01 par value per share (the "Company Shares"); (ii) debt securities of the Company (the "Debt Securities") that may be issued, in one or more series, pursuant to an indenture, the form of which is filed as an exhibit to the Registration Statement (as it may be amended, the "Indenture"), and resolutions of the Board of Directors of the Company or one or more indentures supplemental thereto (the "Supplemental Documents"), and (iii) guarantees of Debt Securities by the Guarantors (the "Guarantees") that may be issued pursuant to the Indenture, resolutions of the governing bodies of the Guarantors and Supplemental Documents, in each case on terms to be determined at the time of offering by the Company. The Company Shares, Debt Securities and the Guarantees are collectively referred to herein as the "Securities." The Securities will be offered in amounts, at prices and on terms to be set forth in supplements (each, a "Prospectus Supplement") to the base prospectus (the "Base Prospectus") contained in the Registration Statement.

In rendering the opinions contained herein, I have relied upon my examination or the examination by members of the Company's legal staff (in the ordinary course of business) of the original or copies certified or otherwise identified to our satisfaction of the charter, bylaws or other governing documents of Subsidiary Guarantors named on Schedule I hereto (the "Schedule I Guarantors"), resolutions and written consents of their respective boards of directors, general partners, managers and managing members, as the case may be, statements and certificates from officers of the Schedule I Guarantors and, to the extent obtained, from various state authorities, status reports provided by third party service providers, and such other documents and records relating to the Schedule I Guarantors as I have deemed appropriate. I, or a member of my staff, have also examined the originals, or duplicates or certified or conformed copies, of such corporate and other records, agreements, documents and other instruments of the Schedule I Guarantors and have made such other investigations as I have deemed relevant and necessary in connection with the opinions hereinafter set forth. As to questions of fact material to this opinion, I have relied upon certificates or comparable documents or statements of public officials and of officers and representatives of the Company and the Schedule I Guarantors.



In addition, in connection with rendering the opinions set forth herein, I have assumed that (i) at the time of offer, issuance and sale of any Securities, the Registration Statement, and any amendments thereto (including post-effective amendments), will have become effective under the Securities Act, and no stop order suspending its effectiveness will have been issued and remain in effect; (ii) a Prospectus Supplement will have been prepared and filed with the Securities and Exchange Commission describing the Securities offered thereby; (iii) all Securities offered and sold will be offered and sold in compliance with applicable federal and state securities or "blue sky" laws and in the manner specified in the Registration Statement and the applicable Prospectus Supplement, as applicable; (iv) the Indenture and any supplemental indentures relating to any Debt Securities and any Guarantees offered and sold will be duly authorized, executed and delivered by the parties thereto (other than the Schedule I Guarantors) and such Debt Securities and such Guarantees will have been validly executed and delivered by the Company and the Guarantors and validly executed, delivered and authenticated by the trustee relating to the Debt Securities and Guarantees; (v) each person signing the Indenture and any supplemental indentures (other than the Schedule I Guarantors) will have the legal capacity and authority to do so; and (vii) a definitive purchase, sales, underwriting or similar agreement with respect to any Securities offered will have been duly authorized and validly executed and delivered by the Company and the other parties thereto.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, I am of the opinion that, when (i) the Indenture and any supplemental indentures relating to the Guarantees have been duly qualified under the Trust Indenture Act; (ii) the Guarantors have taken all necessary action to approve the issuance and terms of such Guarantees; (iii) the terms of such Guarantees and their issuance and sale have been duly established in conformity with the Indenture and the applicable Supplemental Documents so as not to violate any applicable law or result in a default under or breach of any agreement or instrument binding upon the Guarantors and so as to comply with any requirements or restrictions imposed by any court or governmental body having jurisdiction over the Guarantors; and (iv) such Guarantees have been duly executed by the Schedule I Guarantors and authenticated in accordance with the provisions of the Indenture and the applicable Supplemental Documents and issued and sold as contemplated in the Registration Statement and upon payment of the consideration as provided for in the applicable definitive purchase, underwriting or similar agreement approved by the Guarantors, (a) each of the Schedule I Guarantors is validly existing and in good standing as a corporation, limited liability company or limited partnership, as applicable, under the law of its jurisdiction of organization and will have full corporate, limited liability company or limited partnership power and authority, as the case may be, to issue the Guarantees and (b) the Indenture and the applicable Supplemental Documents (including the Guarantees, the terms of which are contained therein) will have been duly authorized, executed and delivered by each of the Schedule I Guarantors.

This opinion letter is given as of the date hereof, and I assume no obligation to update or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to my attention or any change in laws that may hereafter occur.

I hereby consent to the filing of this opinion letter as Exhibit 5.2 to the Registration Statement and to the use of my name under the caption "Legal Matters" in the prospectus included in the Registration Statement.

Very truly yours,

/s/ Matthew D. Klein

Matthew D. Klein  
General Counsel

SCHEDULE I

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
ABS Lines KY, LLC	Virginia
ABS Lines SC, Inc.	South Carolina
Aiken Regional Medical Centers, LLC	South Carolina
Alliance Health Center, Inc.	Mississippi
Alternative Behavioral Services, Inc.	Virginia
AZ Holding 4, LLC	Arkansas
Benchmark Behavioral Health System, Inc.	Utah
BHC Alhambra Hospital, Inc.	Tennessee
BHC Belmont Pines Hospital, Inc.	Tennessee
BHC Fairfax Hospital, Inc.	Tennessee
BHC Fox Run Hospital, Inc.	Tennessee
BHC Fremont Hospital, Inc.	Tennessee
BHC Health Services Of Nevada, Inc.	Nevada
BHC Heritage Oaks Hospital, Inc.	Tennessee
BHC Intermountain Hospital, Inc.	Tennessee
BHC Montevista Hospital, Inc.	Nevada
BHC Of Indiana, General Partnership	Tennessee
BHC Pinnacle Pointe Hospital, LLC	Tennessee
BHC Properties, LLC	Tennessee
BHC Sierra Vista Hospital, Inc.	Tennessee
BHC Streamwood Hospital, Inc.	Tennessee
Bloomington Meadows, General Partnership	Tennessee
Brentwood Acquisition, Inc.	Tennessee
Brynn Marr Hospital, Inc.	North Carolina
Canyon Ridge Hospital, Inc.	California
CCS/Lansing, Inc.	Michigan
Children's Comprehensive Services, Inc.	Tennessee
Columbus Hospital Partners, LLC	Tennessee
Cumberland Hospital, LLC	Virginia
Del Amo Hospital, Inc.	California
District Hospital Partners, L.P.	District of Columbia
Fannin Management Services, LLC	Texas
First Hospital Corporation Of Virginia Beach	Virginia
Forest View Psychiatric Hospital, Inc.	Michigan
Fort Lauderdale Hospital, Inc.	Florida
Garfield Park Hospital, LLC	Illinois
Great Plains Hospital, Inc.	Missouri
Gulf Coast Treatment Center, Inc.	Florida
Gulph Mills Associates, LLC	Pennsylvania

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
H. C. Corporation	Alabama
H.C. Partnership	Alabama
Harbor Point Behavioral Health Center, Inc.	Virginia
Havenwyck Hospital Inc.	Michigan
HHC Augusta, Inc.	Georgia
HHC Indiana, Inc.	Indiana
HHC Ohio, Inc.	Ohio
HHC Poplar Springs, LLC	Virginia
HHC River Park, Inc.	West Virginia
HHC South Carolina, Inc.	South Carolina
HHC St. Simons, Inc.	Georgia
Holly Hill Hospital, LLC	Tennessee
Horizon Health Austin, Inc.	Texas
Horizon Mental Health Management, LLC	Texas
HSA Hill Crest Corporation	Alabama
Hughes Center, LLC	Virginia
Keystone Continuum, LLC	Tennessee
Keystone Education & Youth Services, LLC	Tennessee
Keystone Marion, LLC	Virginia
Keystone Memphis, LLC	Tennessee
Keystone Newport News, LLC	Virginia
Keystone NPS LLC	California
Keystone Richland Center LLC	Ohio
Keystone WSNC, L.L.C.	North Carolina
Kids Behavioral Health Of Utah, Inc.	Utah
Kingwood Pines Hospital, LLC	Texas
La Amistad Residential Treatment Center, LLC	Florida
Lancaster Hospital Corporation	California
Lebanon Hospital Partners, LLC	Tennessee
Mayhill Behavioral Health, LLC	Texas
Meridell Achievement Center, Inc.	Texas
Michigan Psychiatric Services, Inc.	Michigan
Millwood Hospital, L.P.	Texas
Milwaukee Behavioral Health, LLC	Wisconsin
Neuro Institute Of Austin, L.P.	Texas
North Spring Behavioral Healthcare, Inc.	Tennessee
Northern Indiana Partners, LLC	Tennessee
Northwest Texas Healthcare System, Inc.	Texas
Oak Plains Academy Of Tennessee, Inc.	Tennessee
Palmetto Behavioral Health System, L.L.C.	South Carolina
Palmetto Lowcountry Behavioral Health, L.L.C.	South Carolina

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
Palm Point Behavioral Health, LLC	Florida
Park Healthcare Company	Tennessee
Pennsylvania Clinical Schools, Inc.	Pennsylvania
PSJ Acquisition, LLC	North Dakota
Psychiatric Solutions Of Virginia, Inc.	Tennessee
Ridge Outpatient Counseling, L.L.C.	Kentucky
River Oaks, Inc.	Louisiana
Riverside Medical Clinic Patient Services, L.L.C.	California
Rolling Hills Hospital, LLC	Tennessee
Samson Properties, LLC	Florida
Schick Shadel of Florida, LLC	Florida
SHC-KPH, LP	Texas
Southeastern Hospital Corporation	Tennessee
SP Behavioral, LLC	Florida
Sparks Family Hospital, Inc.	Nevada
Summit Oaks Hospital, Inc.	New Jersey
Sunstone Behavioral Health, LLC	Tennessee
Temecula Valley Hospital, Inc.	California
Temple Behavioral Healthcare Hospital, Inc.	Texas
Tennessee Clinical Schools, LLC	Tennessee
Texas Cypress Creek Hospital, L.P.	Texas
Texas Laurel Ridge Hospital, L.P.	Texas
Texas Oaks Psychiatric Hospital, L.P.	Texas
Texas San Marcos Treatment Center, L.P.	Texas
Texas West Oaks Hospital, L.P.	Texas
The Arbour, Inc.	Massachusetts
The Bridgeway, LLC	Arizona
The National Deaf Academy, LLC	Florida
Three Rivers Behavioral Health, LLC	South Carolina
Three Rivers Healthcare Group, LLC	South Carolina
Turning Point Care Center, LLC	Georgia
UHS Holding Company, Inc.	Nevada
UHS Of Fuller, Inc.	Massachusetts
UHS Of Hampton, Inc.	New Jersey
UHS Of Hartgrove, Inc	Illinois
UHS Of Lancaster, LLC	Pennsylvania
UHS Of New Orleans, LLC	Louisiana
UHS Of Oklahoma, LLC	Oklahoma
UHS Of Pennsylvania, Inc.	Pennsylvania
UHS Of River Parishes, Inc.	Louisiana
UHS Of Timberlawn, Inc.	Texas

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
UHS Of Westwood Pembroke, Inc.	Massachusetts
UHS Oklahoma City LLC	Oklahoma
UHSD, L.L.C.	Nevada
UHSL, L.L.C.	Nevada
United Healthcare Of Hardin, Inc.	Tennessee
Universal Health Services Of Rancho Springs, Inc.	California
University Behavioral, LLC	Florida
Valle Vista Hospital Partners, LLC	Tennessee
Valley Hospital Medical Center, Inc.	Nevada
Wellington Regional Medical Center, LLC	Florida
Wellstone Regional Hospital Acquisition, LLC	Indiana
Windmoor Healthcare Inc.	Florida
Zeus Endeavors, LLC	Florida

SCHEDULE II

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
Ascend Health Corporation	Delaware
Atlantic Shores Hospital, LLC	Delaware
Beach 77 LP	Delaware
Behavioral Health Management, LLC	Delaware
Behavioral Health Realty, LLC	Delaware
Behavioral Healthcare LLC	Delaware
BHC Holdings, Inc.	Delaware
BHC Mesilla Valley Hospital, LLC	Delaware
BHC Northwest Psychiatric Hospital, LLC	Delaware
Brentwood Acquisition—Shreveport, Inc.	Delaware
Calvary Center, Inc.	Delaware
CAT Realty, LLC	Delaware
CAT Seattle, LLC	Delaware
Cedar Springs Hospital, Inc.	Delaware
Coral Shores Behavioral Health, LLC	Delaware
Cumberland Hospital Partners, LLC	Delaware
DHP 2131 K St, LLC	Delaware
Diamond Grove Center, LLC	Delaware
DVH Hospital Alliance LLC	Delaware
Emerald Coast Behavioral Hospital, LLC	Delaware
Fort Duncan Medical Center, L.P.	Delaware
FRN, Inc.	Delaware
Frontline Behavioral Health, Inc.	Delaware
Frontline Hospital, LLC	Delaware
Frontline Residential Treatment Center, LLC	Delaware
HHC Delaware, Inc.	Delaware
HHC Pennsylvania, LLC	Delaware
Hickory Trail Hospital, L.P.	Delaware
Horizon Health Corporation	Delaware
Horizon Health Hospital Services, LLC	Delaware
Independence Physician Management, LLC	Delaware
Keys Group Holdings LLC	Delaware
Keystone/CCS Partners LLC	Delaware
KMI Acquisition, LLC	Delaware
Laurel Oaks Behavioral Health Center, Inc.	Delaware
Liberty Point Behavioral Healthcare, LLC	Delaware
Manatee Memorial Hospital, L.P.	Delaware
McAllen Hospitals, L.P.	Delaware
McAllen Medical Center, Inc.	Delaware

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
Merion Building Management, Inc.	Delaware
Ocala Behavioral Health, LLC	Delaware
Palmetto Behavioral Health Holdings, LLC	Delaware
Pasteur Healthcare Properties, LLC	Delaware
Pendleton Methodist Hospital, L.L.C.	Delaware
Premier Behavioral Solutions Of Florida, Inc.	Delaware
Premier Behavioral Solutions, Inc.	Delaware
Psychiatric Realty, LLC	Delaware
Psychiatric Solutions Hospitals, LLC	Delaware
Psychiatric Solutions, Inc.	Delaware
Ramsay Managed Care, LLC	Delaware
Ramsay Youth Services Of Georgia, Inc.	Delaware
Riveredge Hospital Holdings, Inc.	Delaware
RR Recovery, LLC	Delaware
Salt Lake Behavioral Health, LLC	Delaware
Salt Lake Psychiatric Realty, LLC	Delaware
Shadow Mountain Behavioral Health System, LLC	Delaware
Springfield Hospital, Inc.	Delaware
Stonington Behavioral Health, Inc.	Delaware
TBD Acquisition II, LLC	Delaware
TBD Acquisition, LLC	Delaware
TBJ Behavioral Center, LLC	Delaware
Texas Hospital Holdings, Inc.	Delaware
Toledo Holding Co., LLC	Delaware
Two Rivers Psychiatric Hospital, Inc.	Delaware
UBH Of Oregon, LLC	Delaware
UBH Of Phoenix Realty, LLC	Delaware
UBH Of Phoenix, LLC	Delaware
UHP LP	Delaware
UHS Capitol Acquisition, LLC	Delaware
UHS Children's Services, Inc.	Delaware
UHS Funding, LLC	Delaware
UHS Kentucky Holdings, L.L.C.	Delaware
UHS Midwest Behavioral Health, LLC	Delaware
UHS Of Anchor, L.P.	Delaware
UHS Of Benton, LLC	Delaware
UHS Of Bowling Green, LLC	Delaware
UHS Of Centennial Peaks, L.L.C.	Delaware
UHS Of Cornerstone Holdings, Inc.	Delaware
UHS Of Cornerstone, Inc.	Delaware
UHS Of D.C., Inc.	Delaware

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
UHS Of Delaware, Inc.	Delaware
UHS Of Denver, Inc.	Delaware
UHS Of Dover, L.L.C.	Delaware
UHS Of Doylestown, L.L.C.	Delaware
UHS Of Fairmount, Inc.	Delaware
UHS Of Georgia Holdings, Inc.	Delaware
UHS Of Georgia, Inc.	Delaware
UHS Of Greenville, LLC	Delaware
UHS Of Lakeside, LLC	Delaware
UHS Of Laurel Heights, L.P.	Delaware
UHS Of Madera, Inc.	Delaware
UHS Of Parkwood, Inc.	Delaware
UHS Of Peachford, L.P.	Delaware
UHS Of Phoenix, LLC	Delaware
UHS Of Provo Canyon, Inc.	Delaware
UHS Of Puerto Rico, Inc.	Delaware
UHS Of Ridge, LLC	Delaware
UHS Of Rockford, LLC	Delaware
UHS Of Salt Lake City, L.L.C.	Delaware
UHS Of Savannah, L.L.C.	Delaware
UHS Of Spring Mountain, Inc.	Delaware
UHS Of Springwoods, L.L.C.	Delaware
UHS Of Summitridge, L.L.C.	Delaware
UHS Of Texoma, Inc.	Delaware
UHS Of Timpanogos, Inc.	Delaware
UHS Of Tucson, LLC	Delaware
UHS Of Wyoming, Inc.	Delaware
UHS Sahara, Inc.	Delaware
UHS Sub III, LLC	Delaware
UHS-Corona, Inc.	Delaware
Universal Health Services Of Palmdale, Inc.	Delaware
University Behavioral Health Of El Paso, LLC	Delaware
Valle Vista, LLC	Delaware
Valley Health System LLC	Delaware
Wekiva Springs Center, LLC	Delaware
Willow Springs, LLC	Delaware
Windmoor Healthcare Of Pinellas Park, Inc.	Delaware
Wisconsin Avenue Psychiatric Center, Inc.	Delaware



## Subsidiary Guarantors and Issuers of Guaranteed Securities and Affiliates Whose Securities Collateralize Securities of the Registrant

### Guaranteed Securities

The following securities (collectively, the “UHS Senior Secured Notes”) issued by Universal Health Services, Inc., a Delaware corporation (the “Company”), were outstanding as of June 30, 2024.

### Description of Notes

1.650% Senior Secured Notes due 2026

2.650% Senior Secured Notes due 2030

2.650% Senior Secured Notes due 2032

### Obligors

The obligors under the UHS Senior Secured Notes consisted of the Company, as issuer, and its subsidiaries listed in the following table, as Guarantors.

<u>Name of Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Obligor Type</u>
ABS LINCS KY, LLC	Virginia	Guarantor
ABS LINCS SC, Inc.	South Carolina	Guarantor
Aiken Regional Medical Centers, LLC	South Carolina	Guarantor
Alliance Health Center, Inc.	Mississippi	Guarantor
Alternative Behavioral Services, Inc.	Virginia	Guarantor
Ascend Health Corporation	Delaware	Guarantor
Atlantic Shores Hospital, LLC	Delaware	Guarantor
AZ Holding 4, LLC	Arizona	Guarantor
Beach 77 LP	Delaware	Guarantor
Behavioral Health Management, LLC	Delaware	Guarantor
Behavioral Health Realty, LLC	Delaware	Guarantor

<u>Name of Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Obligor Type</u>
Behavioral Healthcare LLC	Delaware	Guarantor
Benchmark Behavioral Health System, Inc.	Utah	Guarantor
BHC Alhambra Hospital, Inc.	Tennessee	Guarantor
BHC Belmont Pines Hospital, Inc.	Tennessee	Guarantor
BHC Fairfax Hospital, Inc.	Tennessee	Guarantor
BHC Fox Run Hospital, Inc.	Tennessee	Guarantor
BHC Fremont Hospital, Inc.	Tennessee	Guarantor
BHC Health Services of Nevada, Inc.	Nevada	Guarantor
BHC Heritage Oaks Hospital, Inc.	Tennessee	Guarantor
BHC Holdings, Inc.	Delaware	Guarantor
BHC Intermountain Hospital, Inc.	Tennessee	Guarantor
BHC Mesilla Valley Hospital, LLC	Delaware	Guarantor
BHC Montevista Hospital, Inc.	Nevada	Guarantor
BHC Northwest Psychiatric Hospital, LLC	Delaware	Guarantor
BHC of Indiana, General Partnership	Tennessee	Guarantor
BHC Pinnacle Pointe Hospital, LLC	Tennessee	Guarantor
BHC Properties, LLC	Tennessee	Guarantor
BHC Sierra Vista Hospital, Inc.	Tennessee	Guarantor
BHC Streamwood Hospital, Inc.	Tennessee	Guarantor
Bloomington Meadows, General Partnership	Tennessee	Guarantor
Brentwood Acquisition-Shreveport, Inc.	Delaware	Guarantor
Brentwood Acquisition, Inc.	Tennessee	Guarantor
Brynn Marr Hospital, Inc.	North Carolina	Guarantor
Calvary Center, Inc.	Delaware	Guarantor

<u>Name of Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Obligor Type</u>
Canyon Ridge Hospital, Inc.	California	Guarantor
CAT Realty, LLC	Delaware	Guarantor
CAT Seattle, LLC	Delaware	Guarantor
CCS/Lansing, Inc.	Michigan	Guarantor
Cedar Springs Hospital, Inc.	Delaware	Guarantor
Children's Comprehensive Services, Inc.	Tennessee	Guarantor
Columbus Hospital Partners, LLC	Tennessee	Guarantor
Coral Shores Behavioral Health, LLC	Delaware	Guarantor
Cumberland Hospital Partners, LLC	Delaware	Guarantor
Cumberland Hospital, LLC	Virginia	Guarantor
Del Amo Hospital, Inc.	California	Guarantor
DHP 2131 K St, LLC	Delaware	Guarantor
Diamond Grove Center, LLC	Delaware	Guarantor
District Hospital Partners, L.P.	District of Columbia	Guarantor
DVH Hospital Alliance LLC	Delaware	Guarantor
Emerald Coast Behavioral Hospital, LLC	Delaware	Guarantor
Fannin Management Services, LLC	Texas	Guarantor
First Hospital Corporation of Virginia Beach	Virginia	Guarantor
Forest View Psychiatric Hospital, Inc.	Michigan	Guarantor
Fort Duncan Medical Center, L.P.	Delaware	Guarantor
Fort Lauderdale Hospital, Inc.	Florida	Guarantor
FRN, INC.	Delaware	Guarantor
Frontline Behavioral Health, Inc.	Delaware	Guarantor
Frontline Hospital, LLC	Delaware	Guarantor

<u>Name of Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Obligor Type</u>
Frontline Residential Treatment Center, LLC	Delaware	Guarantor
Garfield Park Hospital, LLC	Illinois	Guarantor
Great Plains Hospital, Inc.	Missouri	Guarantor
Gulf Coast Treatment Center, Inc.	Florida	Guarantor
Gulph Mills Associates, LLC	Pennsylvania	Guarantor
H. C. Corporation	Alabama	Guarantor
H.C. Partnership	Alabama	Guarantor
Harbor Point Behavioral Health Center, Inc.	Virginia	Guarantor
Havenwyck Hospital Inc.	Michigan	Guarantor
HHC Augusta, Inc.	Georgia	Guarantor
HHC Delaware, Inc.	Delaware	Guarantor
HHC Indiana, Inc.	Indiana	Guarantor
HHC Ohio, Inc.	Ohio	Guarantor
HHC Pennsylvania, LLC	Delaware	Guarantor
HHC Poplar Springs, LLC	Virginia	Guarantor
HHC River Park, Inc.	West Virginia	Guarantor
HHC South Carolina, Inc.	South Carolina	Guarantor
HHC St. Simons, Inc.	Georgia	Guarantor
Hickory Trail Hospital, L.P.	Delaware	Guarantor
Holly Hill Hospital, LLC	Tennessee	Guarantor
Horizon Health Austin, Inc.	Texas	Guarantor
Horizon Health Corporation	Delaware	Guarantor
Horizon Health Hospital Services, LLC	Delaware	Guarantor
Horizon Mental Health Management, LLC	Texas	Guarantor

<u>Name of Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Obligor Type</u>
HSA Hill Crest Corporation	Alabama	Guarantor
Hughes Center, LLC	Virginia	Guarantor
Independence Physician Management, LLC	Delaware	Guarantor
Keys Group Holdings LLC	Delaware	Guarantor
Keystone Continuum, LLC	Tennessee	Guarantor
Keystone Education and Youth Services, LLC	Tennessee	Guarantor
Keystone Marion, LLC	Virginia	Guarantor
Keystone Memphis, LLC	Tennessee	Guarantor
Keystone Newport News, LLC	Virginia	Guarantor
Keystone NPS LLC	California	Guarantor
Keystone Richland Center LLC	Ohio	Guarantor
Keystone WSNC, L.L.C.	North Carolina	Guarantor
Keystone/CCS Partners LLC	Delaware	Guarantor
Kids Behavioral Health of Utah, Inc.	Utah	Guarantor
Kingwood Pines Hospital, LLC	Texas	Guarantor
KMI Acquisition, LLC	Delaware	Guarantor
La Amistad Residential Treatment Center, LLC	Florida	Guarantor
Lancaster Hospital Corporation	California	Guarantor
Laurel Oaks Behavioral Health Center, Inc.	Delaware	Guarantor
Lebanon Hospital Partners, LLC	Tennessee	Guarantor
Liberty Point Behavioral Healthcare, LLC	Delaware	Guarantor
Manatee Memorial Hospital, L.P.	Delaware	Guarantor
Mayhill Behavioral Health, LLC	Texas	Guarantor

<u>Name of Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Obligor Type</u>
McAllen Hospitals, L.P.	Delaware	Guarantor
McAllen Medical Center, Inc.	Delaware	Guarantor
Meridell Achievement Center, Inc.	Texas	Guarantor
Merion Building Management, Inc.	Delaware	Guarantor
Michigan Psychiatric Services, Inc.	Michigan	Guarantor
Millwood Hospital, L.P.	Texas	Guarantor
Milwaukee Behavioral Health, LLC	Wisconsin	Guarantor
Neuro Institute of Austin, L.P.	Texas	Guarantor
North Spring Behavioral Healthcare, Inc.	Tennessee	Guarantor
Northern Indiana Partners, LLC	Tennessee	Guarantor
Northwest Texas Healthcare System, Inc.	Texas	Guarantor
Oak Plains Academy of Tennessee, Inc.	Tennessee	Guarantor
Ocala Behavioral Health, LLC	Delaware	Guarantor
Palm Point Behavioral Health, LLC	Florida	Guarantor
Palmetto Behavioral Health Holdings, LLC	Delaware	Guarantor
Palmetto Behavioral Health System, L.L.C.	South Carolina	Guarantor
Palmetto Lowcountry Behavioral Health, L.L.C.	South Carolina	Guarantor
Park Healthcare Company	Tennessee	Guarantor
Pasteur Healthcare Properties, LLC	Delaware	Guarantor
Pendleton Methodist Hospital, L.L.C.	Delaware	Guarantor
Pennsylvania Clinical Schools, Inc.	Pennsylvania	Guarantor
Premier Behavioral Solutions of Florida, Inc.	Delaware	Guarantor

<u>Name of Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Obligor Type</u>
Premier Behavioral Solutions, Inc.	Delaware	Guarantor
PSJ Acquisition, LLC	North Dakota	Guarantor
Psychiatric Realty, LLC	Delaware	Guarantor
Psychiatric Solutions Hospitals, LLC	Delaware	Guarantor
Psychiatric Solutions of Virginia, Inc.	Tennessee	Guarantor
Psychiatric Solutions, Inc.	Delaware	Guarantor
Ramsay Managed Care, LLC	Delaware	Guarantor
Ramsay Youth Services of Georgia, Inc.	Delaware	Guarantor
Ridge Outpatient Counseling, L.L.C.	Kentucky	Guarantor
River Oaks, Inc.	Louisiana	Guarantor
Riveredge Hospital Holdings, Inc.	Delaware	Guarantor
Riverside Medical Clinic Patient Services, L.L.C.	California	Guarantor
Rolling Hills Hospital, LLC	Tennessee	Guarantor
RR Recovery, LLC	Delaware	Guarantor
Salt Lake Behavioral Health, LLC	Delaware	Guarantor
Salt Lake Psychiatric Realty, LLC	Delaware	Guarantor
Samson Properties, LLC	Florida	Guarantor
Schick Shadel of Florida, LLC	Florida	Guarantor
Shadow Mountain Behavioral Health System, LLC	Delaware	Guarantor
SHC-KPH, LP	Texas	Guarantor
Southeastern Hospital Corporation	Tennessee	Guarantor
SP Behavioral, LLC	Florida	Guarantor
Sparks Family Hospital, Inc.	Nevada	Guarantor
Springfield Hospital, Inc.	Delaware	Guarantor
Stonington Behavioral Health, Inc.	Delaware	Guarantor

<u>Name of Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Obligor Type</u>
Summit Oaks Hospital, Inc.	New Jersey	Guarantor
Sunstone Behavioral Health, LLC	Tennessee	Guarantor
TBD Acquisition II, LLC	Delaware	Guarantor
TBD Acquisition, LLC	Delaware	Guarantor
TBJ Behavioral Center, LLC	Delaware	Guarantor
Temecula Valley Hospital, Inc.	California	Guarantor
Temple Behavioral Healthcare Hospital, Inc.	Texas	Guarantor
Tennessee Clinical Schools, LLC	Tennessee	Guarantor
Texas Cypress Creek Hospital, L.P.	Texas	Guarantor
Texas Hospital Holdings, Inc.	Delaware	Guarantor
Texas Laurel Ridge Hospital, L.P.	Texas	Guarantor
Texas Oaks Psychiatric Hospital, L.P.	Texas	Guarantor
Texas San Marcos Treatment Center, L.P.	Texas	Guarantor
Texas West Oaks Hospital, L.P.	Texas	Guarantor
The Arbour, Inc.	Massachusetts	Guarantor
The Bridgeway, LLC	Arkansas	Guarantor
The National Deaf Academy, LLC	Florida	Guarantor
Three Rivers Behavioral Health, LLC	South Carolina	Guarantor
Three Rivers Healthcare Group, LLC	South Carolina	Guarantor
Toledo Holding Co., LLC	Delaware	Guarantor
Turning Point Care Center, LLC	Georgia	Guarantor
Two Rivers Psychiatric Hospital, Inc.	Delaware	Guarantor
UBH of Oregon, LLC	Delaware	Guarantor
UBH of Phoenix Realty, LLC	Delaware	Guarantor
UBH of Phoenix, LLC	Delaware	Guarantor



<u>Name of Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Obligor Type</u>
UHP LP	Delaware	Guarantor
UHS Capitol Acquisition, LLC	Delaware	Guarantor
UHS Children Services, Inc.	Delaware	Guarantor
UHS Funding, LLC	Delaware	Guarantor
UHS Holding Company, Inc.	Nevada	Guarantor
UHS Kentucky Holdings, L.L.C.	Delaware	Guarantor
UHS Midwest Behavioral Health, LLC	Delaware	Guarantor
UHS of Anchor, L.P.	Delaware	Guarantor
UHS of Benton, LLC	Delaware	Guarantor
UHS of Bowling Green, LLC	Delaware	Guarantor
UHS of Centennial Peaks, L.L.C.	Delaware	Guarantor
UHS of Cornerstone Holdings, Inc.	Delaware	Guarantor
UHS of Cornerstone, Inc.	Delaware	Guarantor
UHS of D.C., Inc.	Delaware	Guarantor
UHS of Delaware, Inc.	Delaware	Guarantor
UHS of Denver, Inc.	Delaware	Guarantor
UHS of Dover, L.L.C.	Delaware	Guarantor
UHS of Doylestown, L.L.C.	Delaware	Guarantor
UHS of Fairmount, Inc.	Delaware	Guarantor
UHS of Fuller, Inc.	Massachusetts	Guarantor
UHS of Georgia Holdings, Inc.	Delaware	Guarantor
UHS of Georgia, Inc.	Delaware	Guarantor
UHS of Greenville, LLC	Delaware	Guarantor
UHS of Hampton, Inc	New Jersey	Guarantor
UHS of Hartgrove, Inc.	Illinois	Guarantor
UHS of Lakeside, LLC	Delaware	Guarantor

<u>Name of Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Obligor Type</u>
UHS of Lancaster, LLC	Pennsylvania	Guarantor
UHS of Laurel Heights, L.P.	Delaware	Guarantor
UHS of Madera, Inc.	Delaware	Guarantor
UHS of New Orleans, LLC	Louisiana	Guarantor
UHS of Oklahoma, LLC	Oklahoma	Guarantor
UHS of Parkwood, Inc.	Delaware	Guarantor
UHS of Peachford, L.P.	Delaware	Guarantor
UHS of Pennsylvania, Inc.	Pennsylvania	Guarantor
UHS of Phoenix, LLC	Delaware	Guarantor
UHS of Provo Canyon, Inc.	Delaware	Guarantor
UHS of Puerto Rico, Inc.	Delaware	Guarantor
UHS of Ridge, LLC	Delaware	Guarantor
UHS of River Parishes, Inc.	Louisiana	Guarantor
UHS of Rockford, LLC	Delaware	Guarantor
UHS of Salt Lake City, L.L.C.	Delaware	Guarantor
UHS of Savannah, L.L.C.	Delaware	Guarantor
UHS of Spring Mountain, Inc.	Delaware	Guarantor
UHS of Springwoods, L.L.C.	Delaware	Guarantor
UHS of Summitridge, L.L.C.	Delaware	Guarantor
UHS of Texoma, Inc.	Delaware	Guarantor
UHS of Timberlawn, Inc.	Texas	Guarantor
UHS of Timpanogos, Inc.	Delaware	Guarantor
UHS of Tucson, LLC	Delaware	Guarantor
UHS of Westwood Pembroke, Inc.	Massachusetts	Guarantor
UHS of Wyoming, Inc.	Delaware	Guarantor
UHS Oklahoma City LLC	Oklahoma	Guarantor

<u>Name of Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Obligor Type</u>
UHS Sahara, Inc.	Delaware	Guarantor
UHS Sub III, LLC	Delaware	Guarantor
UHS-Corona, Inc.	Delaware	Guarantor
UHSD, L.L.C.	Nevada	Guarantor
UHSL, L.L.C.	Nevada	Guarantor
United Healthcare of Hardin, Inc.	Tennessee	Guarantor
Universal Health Services of Palmdale, Inc.	Delaware	Guarantor
Universal Health Services of Rancho Springs, Inc.	California	Guarantor
University Behavioral Health of El Paso, LLC	Delaware	Guarantor
University Behavioral, LLC	Florida	Guarantor
Valle Vista Hospital Partners, LLC	Tennessee	Guarantor
Valle Vista, LLC	Delaware	Guarantor
Valley Health System LLC	Delaware	Guarantor
Valley Hospital Medical Center, Inc.	Nevada	Guarantor
Wekiva Springs Center, LLC	Delaware	Guarantor
Wellington Regional Medical Center, LLC	Florida	Guarantor
Wellstone Regional Hospital Acquisition, LLC	Indiana	Guarantor
Willow Springs, LLC	Delaware	Guarantor
Windmoor Healthcare Inc.	Florida	Guarantor
Windmoor Healthcare of Pinellas Park, Inc.	Delaware	Guarantor
Wisconsin Avenue Psychiatric Center, Inc.	Delaware	Guarantor
Zeus Endeavors, LLC	Florida	Guarantor

## Pledged Security Collateral

As of June 30, 2024, the obligations under the UHS Senior Secured Notes were secured by pledges of the equity of the following affiliates of the Company.

<u>Name of Issuer</u>	<u>Issuer Jurisdiction of Organization</u>	<u>Percent of Interest Owned</u>	<u>Percent of Interest Pledged</u>
2012 W. University Properties, LLC	Delaware	100	100
2026 W. University Properties, LLC	Delaware	100	100
ABS LINCYS KY, LLC	Virginia	100	100
ABS LINCYS SC, Inc.	South Carolina	100	100
ABS LINCYS TN, Inc.	Virginia	100	100
Aiken Regional Medical Centers, LLC	South Carolina	100	100
Alabama Clinical Schools, Inc.	Alabama	100	100
Alliance Health Center, Inc.	Mississippi	100	100
Alternative Behavioral Services, Inc.	Virginia	100	100
Ambulatory Surgery Center of Temecula Valley, Inc.	California	100	100
ASC of Aiken, Inc.	Delaware	100	100
ASC of East New Orleans, Inc.	Delaware	100	100
ASC of Las Vegas, Inc.	Nevada	100	100
ASC of Midwest City, Inc.	Oklahoma	100	100
ASC of Puerto Rico, Inc.	Delaware	100	100

ASC of Wellington, Inc.	Florida	100	100
Ascend Health Corporation	Delaware	100	100
Atlantic Shores Hospital, LLC	Delaware	100	100
Auburn Regional Medical Center, Inc.	Washington	100	100
AZ Holding 4, LLC	Arizona	100	100
Beach 77 LP	Delaware	99	99
Behavioral Educational Services, Inc.	Delaware	100	100
Behavioral Health Connections, Inc.	Texas	100	100
Behavioral Health Management, LLC	Delaware	100	100
Behavioral Health Realty, LLC	Delaware	100	100
Behavioral Healthcare LLC	Delaware	100	100
Benchmark Behavioral Health System, Inc.	Utah	100	100
BHC Alhambra Hospital, Inc.	Tennessee	100	100
BH AZ Master, LLC	Arizona	51	51
BHC Fairfax Hospital, Inc.	Tennessee	100	100
BHC Fox Run Hospital, Inc.	Tennessee	100	100
BHC Fremont Hospital, Inc.	Tennessee	100	100
BHC Health Services of Nevada, Inc.	Nevada	100	100
BHC Heritage Oaks Hospital, Inc.	Tennessee	100	100

BHC Holdings, Inc.	Delaware	100	100
BHC Intermountain Hospital, Inc.	Tennessee	100	100
BHC Management Services of Streamwood, LLC	Delaware	100	100
BHC Mesilla Valley Hospital, LLC	Delaware	100	100
BHC Montevista Hospital, Inc.	Nevada	100	100
BHC Northwest Psychiatric Hospital, LLC	Delaware	100	100
BHC of Indiana, General Partnership	Tennessee	100	100
BHC Pinnacle Pointe Hospital, LLC	Tennessee	100	100
BHC Properties, LLC	Tennessee	100	100
BHC Sierra Vista Hospital, Inc.	Tennessee	100	100
BHC Streamwood Hospital, Inc.	Tennessee	100	100
Bloomington Meadows, General Partnership	Tennessee	100	100
Brentwood Acquisition, Inc.	Tennessee	100	100
Brentwood Acquisition-Shreveport, Inc.	Delaware	100	100
Brynn Marr Hospital, Inc.	North Carolina	100	100
Calvary Center, Inc.	Delaware	100	100
Canyon Ridge Hospital, Inc.	California	100	100
Canyon Ridge Real Estate, LLC	Delaware	100	100

CAT Realty, LLC	Delaware	100	100
Cape Girardeau Behavioral Health, LLC	Missouri	75	75
CAT Seattle, LLC	Delaware	100	100
CCS/Lansing, Inc.	Michigan	100	100
Cedar Springs Hospital, Inc.	Delaware	100	100
Central Montgomery Medical Center, L.L.C.	Pennsylvania	100	100
Chalmette Medical Center, Inc.	Louisiana	100	100
Children's Comprehensive Services, Inc.	Tennessee	100	100
Clive Behavioral Health, LLC	Delaware	52	52
Columbus Hospital Partners, LLC	Tennessee	100	100
Columbus Hospital, LLC	Delaware	100	100
Coral Shores Behavioral Health, LLC	Delaware	100	100
Cornerstone Hospital Management, LLC	Texas	58.3	58.3
Cornerstone Regional Hospital, LP	Texas	50.2	50.2
Crossings Healthcare Solutions, Inc.		100	100
Cumberland Hospital Partners, LLC	Delaware	100	100
Cumberland Hospital, LLC	Virginia	100	100
Cypress Creek Real Estate, L.P.	Delaware	99	99
Del Amo Hospital, Inc.	California	100	100

DHP 2131 K St, LLC	Delaware	100	100
Diamond Grove Center, LLC	Delaware	100	100
District Hospital Partners, L.P.	District of Columbia	100	100
Doctors' Hospital of Shreveport, Inc.	Louisiana	100	100
DVH Hospital Alliance LLC	Delaware	100	100
Edinburg Ambulatory Surgical Center, Inc.	Texas	100	100
Edinburg Holdings, Inc.	Delaware	100	100
Edinburg MOB Properties, LLC	Florida	100	100
Emerald Coast Behavioral Hospital, LLC	Delaware	100	100
Everglades Holdings, LLC	Delaware	100	100
Fannin Management Services, LLC	Texas	100	100
First Hospital Corporation of Virginia Beach	Virginia	100	100
Forest View Psychiatric Hospital, Inc.	Michigan	100	100
Fort Duncan Medical Center, Inc.	Delaware	100	100
Fort Duncan Medical Center, L.P.	Delaware	99	99
Fort Lauderdale Hospital, Inc.	Florida	100	100
Foundations Recovery Network, LLC	Tennessee	100	100
Friends Behavioral Health System, LP	Pennsylvania	79.92	79.92
Friends GP, LLC	Pennsylvania	80	80



FRN, Inc.	Delaware	100	100
Frontline Behavioral Health, Inc.	Delaware	100	100
Frontline Children's Hospital, L.L.C.	Delaware	100	100
Frontline Hospital, LLC	Delaware	100	100
Frontline Residential Treatment Center, LLC	Delaware	100	100
Garfield Park Hospital, LLC	Illinois	100	100
Glen Oaks Hospital, Inc.	Texas	100	100
Great Plains Hospital, Inc.	Missouri	100	100
Gulf Coast Treatment Center, Inc.	Florida	100	100
Gulph Mills Associates, LLC	Pennsylvania	100	100
H. C. Corporation	Alabama	100	100
H. C. Partnership	Alabama	100	100
Harbor Point Behavioral Health Center, Inc.	Virginia	100	100
Havenwyck Hospital Inc.	Michigan	100	100
HHC Augusta, Inc.	Georgia	100	100
HHC Berkeley, Inc.	South Carolina	100	100
HHC Delaware, Inc.	Delaware	100	100
HHC Indiana, Inc.	Indiana	100	100
HHC Kingwood Investment, LLC	Delaware	100	100
HHC Oconee, Inc.	South Carolina	100	100
HHC Ohio, Inc.	Ohio	100	100
HHC Pennsylvania, LLC	Delaware	100	100

HHC Poplar Springs, LLC	Virginia	100	100
HHC River Park, Inc.	West Virginia	100	100
HHC South Carolina, Inc.	South Carolina	100	100
HHC St. Simons, Inc.	Georgia	100	100
Hickory Trail Hospital, L.P.	Delaware	99	99
High Plains Behavioral Health, L.P.	Delaware	99	99
Holly Hill Hospital, LLC	Tennessee	100	100
Holly Hill Real Estate, LLC	North Carolina	100	100
Horizon Health Austin, Inc.	Texas	100	100
Horizon Health Corporation	Delaware	100	100
Horizon Health Hospital Services, LLC	Delaware	100	100
Horizon Health Physical Rehabilitation Services, LLC	Delaware	100	100
Horizon Mental Health Management, LLC	Texas	100	100
HRI Clinics, Inc.	Massachusetts	100	100
HRI Hospital, Inc.	Massachusetts	100	100
HSA Hill Crest Corporation	Alabama	100	100
Hughes Center, LLC	Virginia	100	100
Independence Amarillo, LLC	Delaware	100	100
Independence Denison, LLC	Delaware	100	100
Independence Laredo, LLC	Delaware	100	100
Independence McAllen, LLC	Delaware	100	100

Independence Wellington, LLC	Delaware	100	100
Independence Physician Management, LLC	Delaware	100	100
Indiana Psychiatric Institutes, LLC	Delaware	100	100
InfoScriber Corporation	Delaware	100	100
Island 77 LLC	Delaware	100	100
KEYS Group Holdings LLC	Delaware	100	100
Keystone Charlotte LLC	North Carolina	100	100
Keystone Continuum, LLC	Tennessee	100	100
Keystone Education and Youth Services, LLC	Tennessee	100	100
Keystone Marion, LLC	Virginia	100	100
Keystone Memphis, LLC	Tennessee	100	100
Keystone NPS LLC	California	100	100
Keystone Newport News, LLC	Virginia	100	100
Keystone Richland Center LLC	Ohio	100	100
Keystone WSNC, L.L.C.	North Carolina	100	100
Keystone/CCS Partners LLC	Delaware	100	100
Kids Behavioral Health of Utah, Inc.	Utah	100	100
Kingwood Pines Hospital, LLC	Texas	100	100
KMI Acquisition, LLC	Delaware	100	100
KOP Limited	South Carolina	100	100

La Amistad Residential Treatment Center, LLC	Florida	100	100
Lancaster Behavioral Health Hospital, LLC	Pennsylvania	50	50
Lancaster Hospital Corporation	California	100	100
Laredo ASC, Inc.	Texas	100	100
Laredo Holdings, Inc.	Delaware	100	100
Laredo Regional, Inc.	Delaware	100	100
Laredo Regional Medical Center, LP	Delaware	80.14	80.14
Laurel Oaks Behavioral Health Center, Inc.	Delaware	100	100
Lebanon Hospital Partners, LLC	Tennessee	100	100
Liberty Point Behavioral Healthcare, LLC	Delaware	100	100
Manatee Memorial Hospital, L.P.	Delaware	100	100
Mayhill Behavioral Health, LLC	Texas	100	100
Mayhill Behavioral Properties, LLC	Texas	100	100
McAllen Holdings, Inc.	Delaware	100	100
McAllen Hospitals, L.P.	Delaware	100	100
McAllen Medical Center, Inc.	Delaware	100	100
Mental Health Outcomes, LLC	Delaware	100	100
Meridell Achievement Center, Inc.	Texas	100	100
Merion Building Management, Inc.	Delaware	100	100

Mesilla Valley Hospital, Inc.	New Mexico	100	100
Michigan BH JV, LLC	Michigan	74	74
Michigan Healthcare Staffing, LLC	Michigan	100	100
Michigan Psychiatric Services, Inc.	Michigan	100	100
Millwood Hospital, L.P.	Texas	99	99
Milwaukee Behavioral Health, LLC	Wisconsin	100	100
Nashville Rehab, LLC	Tennessee	100	100
Neuro Institute of Austin, L.P.	Texas	99	99
NEWCO Oregon, Inc.	Delaware	100	100
North Spring Behavioral Healthcare, Inc.	Tennessee	100	100
Northern Indiana Partners, LLC	Tennessee	100	100
Northern Nevada Diagnostic Imaging-Spanish Springs, L.L.C	Nevada	100	100
Northwest Texas Healthcare System, Inc.	Texas	100	100
NWTHS Management, LLC	Texas	100	100
Oak Plains Academy of Tennessee, Inc.	Tennessee	100	100
Ocala Behavioral Health, LLC	Delaware	100	100
Oregon Psychiatric Realty, LLC	Delaware	100	100
Palm Point Behavioral Health, LLC	Florida	100	100

Palmetto Behavioral Health Holdings, LLC	Delaware	100	100
Palmetto Behavioral Health Solutions, LLC	South Carolina	100	100
Palmetto Behavioral Health System, L.L.C.	South Carolina	100	100
Palmetto Lowcountry Behavioral Health, L.L.C.	South Carolina	100	100
Palmetto Pee Dee Behavioral Health, L.L.C.	South Carolina	100	100
Park Healthcare Company	Tennessee	100	100
Pasteur Healthcare Properties, LLC	Delaware	100	100
Peak Behavioral Health Services, LLC	Delaware	100	100
Pendleton Methodist Hospital, L.L.C.	Delaware	100	100
Pennsylvania Clinical Schools, Inc.	Pennsylvania	100	100
PR Holding II, Inc.	Puerto Rico	100	100
Premier Behavioral Solutions of Florida, Inc.	Delaware	100	100
Premier Behavioral Solutions, Inc.	Delaware	100	100
Pride Institute, Inc.	Minnesota	100	100
PSJ Acquisition, LLC	North Dakota	100	100
Psychiatric Realty, LLC	Delaware	100	100
Psychiatric Solutions, Inc.	Delaware	100	100
Psychiatric Solutions Hospitals, LLC	Delaware	100	100
Psychiatric Solutions of Virginia, Inc.	Tennessee	100	100

PsychManagement Group, Inc.	West Virginia	100	100
Radiation Oncology Center of Aiken, LLC	South Carolina	95	95
Ramsay Managed Care, LLC	Delaware	100	100
Ramsay Youth Services of Georgia, Inc.	Delaware	100	100
Red Rock Solutions, LLC	Delaware	100	100
Relational Therapy Clinic, Inc.	Louisiana	100	100
Ridge Outpatient Counseling, L.L.C.	Kentucky	100	100
River Crest Hospital, Inc.	Texas	100	100
River Oaks, Inc.	Louisiana	100	100
Riveredge Hospital Holdings, Inc.	Delaware	100	100
Riveredge Hospital, Inc.	Illinois	100	100
Riveredge Real Estate, Inc.	Illinois	100	100
Riverside Medical Clinic Patient Services, L.L.C.	California	100	100
Rolling Hills Hospital, LLC	Tennessee	100	100
RR Behavioral Realty LLC	Delaware	100	100
RR Recovery, LLC	Delaware	100	100
Salt Lake Behavioral Health, LLC	Delaware	100	100
Salt Lake Psychiatric Realty, LLC	Delaware	100	100
Samson Properties, LLC	Florida	100	100
Schick Shadel of Florida, LLC	Florida	100	100

Shadow Mountain Behavioral Health System, LLC	Delaware	100	100
SHC-KPH, LP	Texas	99.1	99.1
Somerset, Incorporated	California	100	100
Southeastern Hospital Corporation	Tennessee	100	100
Southside Imaging Center, LLC	South Carolina	100	100
SP Behavioral, LLC	Florida	100	100
Sparks Family Hospital, Inc.	Nevada	100	100
Spokane Behavioral Health, LLC	Washington	80	80
Spokane Valley Behavioral Health, LLC	Delaware	100	100
Springfield Hospital, Inc.	Delaware	100	100
St. Louis Behavioral Medicine Institute, Inc.	Missouri	100	100
Stonington Behavioral Health, Inc.	Delaware	100	100
Summerlin Hospital Medical Center, LP	Delaware	93.2	93.2
Summit Oaks Hospital, Inc.	New Jersey	100	100
Sunstone Behavioral Health, LLC	Tennessee	100	100
TBD Acquisition, LLC	Delaware	100	100
TBD Acquisition II, LLC	Delaware	100	100
TBJ Behavioral Center, LLC	Delaware	100	100
Temecula Valley Hospital, Inc.	California	100	100



Temple Behavioral Healthcare Hospital, Inc.	Texas	100	100
Tennessee Clinical Schools, LLC	Tennessee	100	100
Texas Cypress Creek Hospital, L.P.	Texas	99	99
Texas Hospital Holdings, Inc.	Delaware	100	100
Texas Hospital Holdings, LLC	Texas	100	100
Texas Laurel Ridge Hospital, L.P.	Texas	99	99
Texas Oaks Psychiatric Hospital, L.P.	Texas	99	99
Texas San Marcos Treatment Center, L.P.	Texas	99	99
Texas West Oaks Hospital, L.P.	Texas	99	99
The Arbour, Inc.	Massachusetts	100	100
The Bridgeway, LLC	Arkansas	100	100
The National Deaf Academy, LLC	Florida	100	100
Three Rivers Behavioral Health, LLC	South Carolina	100	100
Three Rivers Healthcare Group, LLC	South Carolina	100	100
Three Rivers Residential Treatment/Midlands Campus, Inc.	South Carolina	100	100
Three Rivers SPE Holding, LLC	South Carolina	100	100
Toledo Holding Co., LLC	Delaware	100	100
Turning Point Care Center, LLC	Georgia	100	100

Two Rivers Psychiatric Hospital, Inc.	Delaware	100	100
UBH of Phoenix, LLC	Delaware	100	100
UBH of Phoenix Realty, LLC	Delaware	100	100
UBH of Oregon, LLC	Delaware	100	100
UHP LP	Delaware	100	100
UHS Advisory, Inc.	Delaware	100	100
UHS BH Telepsych, LLC	Delaware	100	100
UHS Building Solutions, Inc.	Delaware	100	100
UHS Capitol Acquisition, LLC	Delaware	100	100
UHS Children Services, Inc.	Delaware	100	100
UHS Funding, LLC	Delaware	100	100
UHS Good Samaritan, L.L.C.	Delaware	100	100
UHS Holding Company, Inc.	Nevada	100	100
UHS International, Inc.	Delaware	100	100
UHS Kentucky Holdings, L.L.C.	Delaware	100	100
UHS Midwest Behavioral Health, LLC	Delaware	100	100
UHS Midwest Center for Youth and Families, LLC	Indiana	100	100
UHS Oklahoma City LLC	Oklahoma	100	100
UHS Receivables Corp.	Delaware	100	100
UHS Sahara, Inc.	Delaware	100	100

UHS Surgical Hospital of Texoma, LLC	Texas	100	100
UHS of Anchor, L.P.	Delaware	100	100
UHS of Benton Day School and Treatment Program, Inc.	Delaware	100	100
UHS of Benton, LLC	Delaware	100	100
UHS of Bowling Green, LLC	Delaware	100	100
UHS of Centennial Peaks, L.L.C.	Delaware	100	100
UHS of Cornerstone Holdings, Inc.	Delaware	100	100
UHS of Cornerstone, Inc.	Delaware	100	100
UHS of D.C., Inc.	Delaware	100	100
UHS of Delaware, Inc.	Delaware	100	100
UHS of Denver, Inc.	Delaware	100	100
UHS of Dover, L.L.C.	Delaware	100	100
UHS of Doylestown, L.L.C.	Delaware	100	100
UHS of Fairmount, Inc.	Delaware	100	100
UHS of Fuller, Inc.	Massachusetts	100	100
UHS of GB, Inc.	Delaware	100	100
UHS of Georgia Holdings, Inc.	Delaware	100	100
UHS of Georgia, Inc.	Delaware	100	100
UHS of Greenville, LLC	Delaware	100	100
UHS of Hampton Learning Center, Inc.	New Jersey	100	100
UHS of Hampton, Inc.	New Jersey	100	100
UHS of Hartgrove, Inc.	Illinois	100	100

UHS of Indiana, Inc.	Indiana	100	100
UHS of Kootenai River, Inc.	Delaware	100	100
UHS of Lakeside, LLC	Delaware	100	100
UHS of Lancaster, LLC	Pennsylvania	100	100
UHS of Laurel Heights, L.P.	Delaware	100	100
UHS of Madera, Inc.	Delaware	100	100
UHS of New Orleans, LLC	Louisiana	100	100
UHS of No. Nevada, LLC	Nevada	100	100
UHS of Oklahoma Receivables, L.L.C	Delaware	100	100
UHS of Oklahoma, LLC	Oklahoma	100	100
UHS of Parkwood, Inc.	Delaware	100	100
UHS of Peachford, L.P.	Delaware	100	100
UHS of Pennsylvania, Inc.	Pennsylvania	100	100
UHS of Phoenix, LLC	Delaware	100	100
UHS of Provo Canyon, Inc.	Delaware	100	100
UHS of Puerto Rico, Inc.	Delaware	100	100
UHS of Ridge, LLC	Delaware	100	100
UHS of River Parishes, Inc.	Louisiana	100	100
UHS of Rockford, LLC	Delaware	100	100
UHS of Salt Lake City, L.L.C.	Delaware	100	100
UHS of Savannah, L.L.C.	Delaware	100	100
UHS of Spring Mountain, Inc.	Delaware	100	100

UHS of Springwoods, L.L.C.	Delaware	100	100
UHS of SummitRidge, L.L.C.	Delaware	100	100
UHS of Sutton, Inc.	Delaware	100	100
UHS of Talbot, L.P.	Delaware	100	100
UHS of Texoma, Inc.	Delaware	100	100
UHS of Timberlawn, Inc.	Texas	100	100
UHS of Timpanogos, Inc.	Delaware	100	100
UHS of Tuscon, LLC	Delaware	100	100
UHS of Westwood Pembroke, Inc.	Massachusetts	100	100
UHS of Wyoming, Inc.	Delaware	100	100
UHS-Corona, Inc.	Delaware	100	100
UHS-Lakeland Medical Center, L.L.C.	Delaware	100	100
UHS Sub III, LLC	Delaware	100	100
UHSD, L.L.C	Nevada	100	100
UHSE, L.L.C	Delaware	100	100
UHSL, L.L.C	Nevada	100	100
UK Acquisition No. 6, Ltd	United Kingdom	100	65
United Healthcare of Hardin, Inc.	Tennessee	100	100
Universal Community Behavioral Health, Inc.	Pennsylvania	100	100
Universal HMO, Inc.	Nevada	100	100
Universal Health Network, Inc.	Nevada	100	100
Universal Health Recovery Centers, Inc.	Pennsylvania	100	100

Universal Health Services of Cedar Hill, Inc.	Texas	100	100
Universal Health Services of Palmdale, Inc.	Delaware	100	100
Universal Health Services of Rancho Springs, Inc.	California	100	100
Universal Treatment Centers, Inc.	Delaware	100	100
University Behavioral, LLC	Florida	100	100
University Behavioral Health of El Paso, LLC	Delaware	100	100
Valle Vista Hospital Partners, LLC	Tennessee	100	100
Valle Vista, LLC	Delaware	100	100
Valley Health System LLC	Delaware	100	100
Valley Hospital Medical Center, Inc.	Nevada	100	100
Virgin Islands Behavioral Services, Inc.	Virginia	100	100
Vista Diagnostic Center, L.L.C.	Nevada	100	100
Wekiva Springs Center, LLC	Delaware	100	100
Wellington Physician Alliances, Inc.	Florida	100	100
Wellington Regional Medical Center, LLC	Florida	100	100
Wellstone Holdings, LLC	Delaware	100	100
Wellstone Regional Hospital Acquisition, LLC	Indiana	98	98
West Church Partnership	Illinois	100	100
West Oaks Real Estate, L.P.	Texas	99	99

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Westside Outpatient Center, LLC	Florida	50	50
Willow Springs, LLC	Delaware	100	100
Windmoor Healthcare Inc.	Florida	100	100
Windmoor Healthcare of Pinellas Park, Inc.	Delaware	100	100
Wisconsin Avenue Psychiatric Center, Inc.	Delaware	100	100
Zeus Endeavors, LLC	Florida	100	100

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of Universal Health Services, Inc. of our report dated February 27, 2024 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in Universal Health Services, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2023. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP  
Philadelphia, Pennsylvania  
September 16, 2024



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**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM T-1**


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**STATEMENT OF ELIGIBILITY UNDER  
THE TRUST INDENTURE ACT OF 1939 OF  
A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)

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**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**

(Exact name of Trustee as specified in its charter)

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**91-1821036**

I.R.S. Employer Identification No.

**800 Nicollet Mall  
Minneapolis, Minnesota**  
(Address of principal executive offices)

**55402**  
(Zip Code)

**Gregory P. Guim  
U.S. Bank Trust Company, National Association  
50 S. 16<sup>th</sup> Street, Suite 2000  
Philadelphia, PA 19102  
(215) 761-9315**

(Name, address and telephone number of agent for service)

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**Universal Health Services, Inc.**  
(Issuer with respect to the Securities)

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**Delaware**  
(State or other jurisdiction of incorporation or organization)

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

**UNIVERSAL CORPORATE CENTER  
367 South Gulph Road  
King of Prussia, Pennsylvania**  
(Address of Principal Executive Offices)

**19406-0958**  
(Zip Code)

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**Debt Securities**  
(Title of the Indenture Securities)

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**FORM T-1**

**Item 1. GENERAL INFORMATION.** Furnish the following information as to the Trustee.

- a) *Name and address of each examining or supervising authority to which it is subject.*  
Comptroller of the Currency  
Washington, D.C.
- b) *Whether it is authorized to exercise corporate trust powers.*  
Yes

**Item 2. AFFILIATIONS WITH THE OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

**Items 3-15** *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

**Item 16. LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

- 1. A copy of the Articles of Association of the Trustee, attached as Exhibit 1.
- 2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
- 3. A copy of the authorization of the Trustee to exercise corporate trust powers, included as Exhibit 2.
- 4. A copy of the existing bylaws of the Trustee, attached as Exhibit 4.
- 5. A copy of each Indenture referred to in Item 4. Not applicable.
- 6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
- 7. Report of Condition of the Trustee as of June 30, 2024, published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

**SIGNATURE**

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Philadelphia, State of Pennsylvania on the 11<sup>th</sup> day of September, 2024.

By: /s/ Gregory P. Guim

Gregory P. Guim  
Vice President

**Exhibit 1**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**U. S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**

For the purpose of organizing an association (the "Association") to perform any lawful activities of national banks, the undersigned enter into the following Articles of Association:

**FIRST.** The title of this Association shall be U. S. Bank Trust Company, National Association.

**SECOND.** The main office of the Association shall be in the city of Portland, county of Multnomah, state of Oregon. The business of the Association will be limited to fiduciary powers and the support of activities incidental to the exercise of those powers. The Association may not expand or alter its business beyond that stated in this article without the prior approval of the Comptroller of the Currency.

**THIRD.** The board of directors of the Association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the Association or of a holding company owning the Association, with an aggregate par, fair market, or equity value of not less than \$1,000, as of either (i) the date of purchase, (ii) the date the person became a director, or (iii) the date of that person's most recent election to the board of directors, whichever is more recent. Any combination of common or preferred stock of the Association or holding company may be used.

Any vacancy in the board of directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The board of directors may increase the number of directors up to the maximum permitted by law. Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office. Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the board of directors, without voting power or power of final decision in matters concerning the business of the Association, may be appointed by resolution of a majority of the full board of directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory directors shall not be counted to determine the number of directors of the Association or the presence of a quorum in connection with any board action, and shall not be required to own qualifying shares.

**FOURTH.** There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the board of directors may designate, on the day of each year specified therefor in the Bylaws, or if that day falls on a legal holiday in the state in which the

Association is located, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the board of directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases, at least 10 days' advance notice of the meeting shall be given to the shareholders by first-class mail.

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares he or she owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her.

A director may resign at any time by delivering written notice to the board of directors, its chairperson, or to the Association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by the shareholders at a meeting called to remove him or her, when notice of the meeting stating that the purpose or one of the purposes is to remove him or her is provided, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause; provided, however, that a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

**FIFTH.** The authorized amount of capital stock of the Association shall be 1,000,000 shares of common stock of the par value of ten dollars (\$10) each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States. The Association shall have only one class of capital stock.

No holder of shares of the capital stock of any class of the Association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the Association, whether now or hereafter authorized, or to any obligations convertible into stock of the Association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the board of directors, in its discretion, may from time to time determine and at such price as the board of directors may from time to time fix.

Transfers of the Association's stock are subject to the prior written approval of a federal depository institution regulatory agency. If no other agency approval is required, the approval of the Comptroller of the Currency must be obtained prior to any such transfers.

Unless otherwise specified in the Articles of Association or required by law, (1) all matters requiring shareholder action, including amendments to the Articles of Association must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in the Articles of Association or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval.

Unless otherwise provided in the Bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

The Association, at any time and from time to time, may authorize and issue debt obligations, whether subordinated, without the approval of the shareholders. Obligations classified as debt, whether subordinated, which may be issued by the Association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

**SIXTH.** The board of directors shall appoint one of its members president of this Association and one of its members chairperson of the board and shall have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the Association, and such other officers and employees as may be required to transact the business of this Association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors in accordance with the Bylaws.

The board of directors shall have the power to:

- (1) Define the duties of the officers, employees, and agents of the Association.
- (2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the Association.
- (3) Fix the compensation and enter employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.
- (4) Dismiss officers and employees.
- (5) Require bonds from officers and employees and to fix the penalty thereof.
- (6) Ratify written policies authorized by the Association's management or committees of the board.
- (7) Regulate the manner any increase or decrease of the capital of the Association shall be made; provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the Association in accordance with law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.

- (8) Manage and administer the business and affairs of the Association.
- (9) Adopt initial Bylaws, not inconsistent with law or the Articles of Association, for managing the business and regulating the affairs of the Association.
- (10) Amend or repeal Bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to the shareholders.
- (11) Make contracts.
- (12) Generally perform all acts that are legal for a board of directors to perform.

**SEVENTH.** The board of directors shall have the power to change the location of the main office to any authorized branch within the limits of the city of Portland, Oregon, without the approval of the shareholders, or with a vote of shareholders owning two-thirds of the stock of the Association for a location outside such limits and upon receipt of a certificate of approval from the Comptroller of the Currency, to any other location within or outside the limits of the city of Portland, Oregon, but not more than thirty miles beyond such limits. The board of directors shall have the power to establish or change the location of any office or offices of the Association to any other location permitted under applicable law, without approval of shareholders, subject to approval by the Comptroller of the Currency.

**EIGHTH.** The corporate existence of this Association shall continue until termination according to the laws of the United States.

**NINTH.** The board of directors of the Association, or any shareholder owning, in the aggregate, not less than 25 percent of the stock of the Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the Bylaws or the laws of the United States, or waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60, days prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of the Association. Unless otherwise provided by the Bylaws, any action requiring approval of shareholders must be effected at a duly called annual or special meeting.

**TENTH.** These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of the Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount; provided, that the scope of the Association's activities and services may not be expanded without the prior written approval of the Comptroller of the Currency. The Association's board of directors may propose one or more amendments to the Articles of Association for submission to the shareholders.

In witness whereof, we have hereunto set our hands this 11<sup>th</sup> of June, 1997.

/s/ Jeffrey T. Grubb

Jeffrey T. Grubb

/s/ Robert D. Sznwajs

Robert D. Sznwajs

/s/ Dwight V. Board

Dwight V. Board

/s/ P. K. Chatterjee

P. K. Chatterjee

/s/ Robert Lane

Robert Lane





**CERTIFICATE OF CORPORATE EXISTENCE AND FIDUCIARY POWERS**

I, Michael J. Hsu, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, regulation, and supervision of all national banking associations.
2. "U.S. Bank Trust Company National Association," Portland, Oregon (Charter No. 23412), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking and exercise fiduciary powers on the date of this certificate.

IN TESTIMONY WHEREOF, today, July 12, 2024, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

/s/ Michael J. Hsu  
Acting Comptroller of the Currency



Exhibit 4

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

AMENDED AND RESTATED BYLAWS

ARTICLE I

Meetings of Shareholders

Section 1.1. Annual Meeting. The annual meeting of the shareholders, for the election of directors and the transaction of any other proper business, shall be held at a time and place as the Chairman or President may designate. Notice of such meeting shall be given not less than ten (10) days or more than sixty (60) days prior to the date thereof, to each shareholder of the Association, unless the Office of the Comptroller of the Currency (the "OCC") determines that an emergency circumstance exists. In accordance with applicable law, the sole shareholder of the Association is permitted to waive notice of the meeting. If, for any reason, an election of directors is not made on the designated day, the election shall be held on some subsequent day, as soon thereafter as practicable, with prior notice thereof. Failure to hold an annual meeting as required by these Bylaws shall not affect the validity of any corporate action or work a forfeiture or dissolution of the Association.

Section 1.2. Special Meetings. Except as otherwise specially provided by law, special meetings of the shareholders may be called for any purpose, at any time by a majority of the board of directors (the "Board"), or by any shareholder or group of shareholders owning at least ten percent of the outstanding stock.

Every such special meeting, unless otherwise provided by law, shall be called upon not less than ten (10) days nor more than sixty (60) days prior notice stating the purpose of the meeting.

Section 1.3. Nominations for Directors. Nominations for election to the Board may be made by the Board or by any shareholder.

Section 1.4. Proxies. Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing. Proxies shall be valid only for one meeting and any adjournments of such meeting and shall be filed with the records of the meeting.

Section 1.5. Record Date. The record date for determining shareholders entitled to notice and to vote at any meeting will be thirty days before the date of such meeting, unless otherwise determined by the Board.

Section 1.6. Quorum and Voting. A majority of the outstanding capital stock, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, unless otherwise provided by law, but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting, unless otherwise provided by law or by the Articles of Association.

Section 1.7. Inspectors. The Board may, and in the event of its failure so to do, the Chairman of the Board may appoint Inspectors of Election who shall determine the presence of quorum, the validity of proxies, and the results of all elections and all other matters voted upon by shareholders at all annual and special meetings of shareholders.

Section 1.8. Waiver and Consent. The shareholders may act without notice or a meeting by a unanimous written consent by all shareholders.

Section 1.9. Remote Meetings. The Board shall have the right to determine that a shareholder meeting not be held at a place, but instead be held solely by means of remote communication in the manner and to the extent permitted by the General Corporation Law of the State of Delaware.

## ARTICLE II

### Directors

Section 2.1. Board of Directors. The Board shall have the power to manage and administer the business and affairs of the Association. Except as expressly limited by law, all corporate powers of the Association shall be vested in and may be exercised by the Board.

Section 2.2. Term of Office. The directors of this Association shall hold office for one year and until their successors are duly elected and qualified, or until their earlier resignation or removal.

Section 2.3. Powers. In addition to the foregoing, the Board shall have and may exercise all of the powers granted to or conferred upon it by the Articles of Association, the Bylaws and by law.

Section 2.4. Number. As provided in the Articles of Association, the Board of this Association shall consist of no less than five nor more than twenty-five members, unless the OCC has exempted the Association from the twenty-five- member limit. The Board shall consist of a number of members to be fixed and determined from time to time by resolution of the Board or the shareholders at any meeting thereof, in accordance with the Articles of Association. Between meetings of the shareholders held for the purpose of electing directors, the Board

by a majority vote of the full Board may increase the size of the Board but not to more than a total of twenty-five directors, and fill any vacancy so created in the Board; provided that the Board may increase the number of directors only by up to two directors, when the number of directors last elected by shareholders was fifteen or fewer, and by up to four directors, when the number of directors last elected by shareholders was sixteen or more. Each director shall own a qualifying equity interest in the Association or a company that has control of the Association in each case as required by applicable law. Each director shall own such qualifying equity interest in his or her own right and meet any minimum threshold ownership required by applicable law.

Section 2.5. Organization Meeting. The newly elected Board shall meet for the purpose of organizing the new Board and electing and appointing such officers of the Association as may be appropriate. Such meeting shall be held on the day of the election or as soon thereafter as practicable, and, in any event, within thirty days thereafter, at such time and place as the Chairman or President may designate. If, at the time fixed for such meeting, there shall not be a quorum present, the directors present may adjourn the meeting until a quorum is obtained.

Section 2.6. Regular Meetings. The regular meetings of the Board shall be held, without notice, as the Chairman or President may designate and deem suitable.

Section 2.7. Special Meetings. Special meetings of the Board may be called at any time, at any place and for any purpose by the Chairman of the Board or the President of the Association, or upon the request of a majority of the entire Board. Notice of every special meeting of the Board shall be given to the directors at their usual places of business, or at such other addresses as shall have been furnished by them for the purpose. Such notice shall be given at least twelve hours (three hours if meeting is to be conducted by conference telephone) before the meeting by telephone or by being personally delivered, mailed, or electronically delivered. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting.

Section 2.8. Quorum and Necessary Vote. A majority of the directors shall constitute a quorum at any meeting of the Board, except when otherwise provided by law; but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. Unless otherwise provided by law or the Articles or Bylaws of this Association, once a quorum is established, any act by a majority of those directors present and voting shall be the act of the Board.

Section 2.9. Written Consent. Except as otherwise required by applicable laws and regulations, the Board may act without a meeting by a unanimous written consent by all directors, to be filed with the Secretary of the Association as part of the corporate records.

Section 2.10. Remote Meetings. Members of the Board, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone, video or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 2.11. Vacancies. When any vacancy occurs among the directors, the remaining members of the Board may appoint a director to fill such vacancy at any regular meeting of the Board, or at a special meeting called for that purpose.

### ARTICLE III Committees

Section 3.1. Advisory Board of Directors. The Board may appoint persons, who need not be directors, to serve as advisory directors on an advisory board of directors established with respect to the business affairs of either this Association alone or the business affairs of a group of affiliated organizations of which this Association is one. Advisory directors shall have such powers and duties as may be determined by the Board, provided, that the Board's responsibility for the business and affairs of this Association shall in no respect be delegated or diminished.

Section 3.2. Trust Audit Committee. At least once during each calendar year, the Association shall arrange for a suitable audit (by internal or external auditors) of all significant fiduciary activities under the direction of its trust audit committee, a function that will be fulfilled by the Audit Committee of the financial holding company that is the ultimate parent of this Association. The Association shall note the results of the audit (including significant actions taken as a result of the audit) in the minutes of the Board. In lieu of annual audits, the Association may adopt a continuous audit system in accordance with 12 C.F.R. § 9.9(b).

The Audit Committee of the financial holding company that is the ultimate parent of this Association, fulfilling the function of the trust audit committee:

(1) Must not include any officers of the Association or an affiliate who participate significantly in the administration of the Association's fiduciary activities; and

(2) Must consist of a majority of members who are not also members of any committee to which the Board has delegated power to manage and control the fiduciary activities of the Association.

Section 3.3. Executive Committee. The Board may appoint an Executive Committee which shall consist of at least three directors and which shall have, and may exercise, to the extent permitted by applicable law, all the powers of the Board between meetings of the Board or otherwise when the Board is not meeting.

Section 3.4. Trust Management Committee. The Board of this Association shall appoint a Trust Management Committee to provide oversight of the fiduciary activities of the Association. The Trust Management Committee shall determine policies governing fiduciary activities. The Trust Management Committee or such sub-committees, officers or others as may be duly designated by the Trust Management Committee shall oversee the processes related to fiduciary activities to assure conformity with fiduciary policies it establishes, including ratifying the acceptance and the closing out or relinquishment of all trusts. The Trust Management Committee will provide regular reports of its activities to the Board.

Section 3.5. Other Committees. The Board may appoint, from time to time, committees of one or more persons who need not be directors, for such purposes and with such powers as the Board may determine; however, the Board will not delegate to any committee any powers or responsibilities that it is prohibited from delegating under any law or regulation. In addition, either the Chairman or the President may appoint, from time to time, committees of one or more officers, employees, agents or other persons, for such purposes and with such powers as either the Chairman or the President deems appropriate and proper. Whether appointed by the Board, the Chairman, or the President, any such committee shall at all times be subject to the direction and control of the Board.

Section 3.6. Meetings, Minutes and Rules. An advisory board of directors and/or committee shall meet as necessary in consideration of the purpose of the advisory board of directors or committee, and shall maintain minutes in sufficient detail to indicate actions taken or recommendations made; unless required by the members, discussions, votes or other specific details need not be reported. An advisory board of directors or a committee may, in consideration of its purpose, adopt its own rules for the exercise of any of its functions or authority.

ARTICLE IV  
Officers

Section 4.1. Chairman of the Board. The Board may appoint one of its members to be Chairman of the Board to serve at the pleasure of the Board. The Chairman shall supervise the carrying out of the policies adopted or approved by the Board; shall have general executive powers, as well as the specific powers conferred by these Bylaws; and shall also have and may exercise such powers and duties as from time to time may be conferred upon or assigned by the Board.

Section 4.2. President. The Board may appoint one of its members to be President of the Association. In the absence of the Chairman, the President shall preside at any meeting of the Board. The President shall have general executive powers, and shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to the office of President, or imposed by these Bylaws. The President shall also have and may exercise such powers and duties as from time to time may be conferred or assigned by the Board.

Section 4.3. Vice President. The Board may appoint one or more Vice Presidents who shall have such powers and duties as may be assigned by the Board and to perform the duties of the President on those occasions when the President is absent, including presiding at any meeting of the Board in the absence of both the Chairman and President.

Section 4.4. Secretary. The Board shall appoint a Secretary, or other designated officer who shall be Secretary of the Board and of the Association, and shall keep accurate minutes of all meetings. The Secretary shall attend to the giving of all notices required by these Bylaws to be given; shall be custodian of the corporate seal, records, documents and papers of the Association; shall provide for the keeping of proper records of all transactions of the Association; shall, upon request, authenticate any records of the Association; shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to the Secretary, or imposed by these Bylaws; and shall also perform such other duties as may be assigned from time to time by the Board. The Board may appoint one or more Assistant Secretaries with such powers and duties as the Board, the President or the Secretary shall from time to time determine.

Section 4.5. Other Officers. The Board may appoint, and may authorize the Chairman, the President or any other officer to appoint, any officer as from time to time may appear to the Board, the Chairman, the President or such other officer to be required or desirable to transact the business of the Association. Such officers shall exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon or assigned to them by these Bylaws, the Board, the Chairman, the President or such other authorized officer. Any person may hold two offices.

Section 4.6. Tenure of Office. The Chairman or the President and all other officers shall hold office until their respective successors are elected and qualified or until their earlier death, resignation, retirement, disqualification or removal from office, subject to the right of the Board or authorized officer to discharge any officer at any time.

#### ARTICLE V

##### Stock

Section 5.1. The Board may authorize the issuance of stock either in certificated or in uncertificated form. Certificates for shares of stock shall be in such form as the Board may from time to time prescribe. If the Board issues certificated stock, the certificate shall be signed by the President, Secretary or any other such officer as the Board so determines. Shares of stock shall be transferable on the books of the Association, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a shareholder by such transfer shall, in proportion to such person's shares, succeed to all rights of the prior holder of such shares. Each certificate of stock shall recite on its face that the stock represented thereby is transferable only upon the books of the Association properly endorsed. The Board may impose conditions upon the transfer of the stock reasonably calculated to simplify the work of the Association for stock transfers, voting at shareholder meetings, and related matters, and to protect it against fraudulent transfers.

#### ARTICLE VI

##### Corporate Seal

Section 6.1. The Association shall have no corporate seal; provided, however, that if the use of a seal is required by, or is otherwise convenient or advisable pursuant to, the laws or regulations of any jurisdiction, the following seal may be used, and the Chairman, the President, the Secretary and any Assistant Secretary shall have the authority to affix such seal:



ARTICLE VII  
Miscellaneous Provisions

Section 7.1. Execution of Instruments. All agreements, checks, drafts, orders, indentures, notes, mortgages, deeds, conveyances, transfers, endorsements, assignments, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies and other instruments or documents may be signed, countersigned, executed, acknowledged, endorsed, verified, delivered or accepted on behalf of the Association, whether in a fiduciary capacity or otherwise, by any officer of the Association, or such employee or agent as may be designated from time to time by the Board by resolution, or by the Chairman or the President by written instrument, which resolution or instrument shall be certified as in effect by the Secretary or an Assistant Secretary of the Association. The provisions of this section are supplementary to any other provision of the Articles of Association or Bylaws.

Section 7.2. Records. The Articles of Association, the Bylaws as revised or amended from time to time and the proceedings of all meetings of the shareholders, the Board, and standing committees of the Board, shall be recorded in appropriate minute books provided for the purpose. The minutes of each meeting shall be signed by the Secretary, or other officer appointed to act as Secretary of the meeting.

Section 7.3. Trust Files. There shall be maintained in the Association files all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 7.4. Trust Investments. Funds held in a fiduciary capacity shall be invested according to the instrument establishing the fiduciary relationship and according to law. Where such instrument does not specify the character and class of investments to be made and does not vest in the Association a discretion in the matter, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under law.

Section 7.5. Notice. Whenever notice is required by the Articles of Association, the Bylaws or law, such notice shall be by mail, postage prepaid, e-mail, in person, or by any other means by which such notice can reasonably be expected to be received, using the address of the person to receive such notice, or such other personal data, as may appear on the records of the Association.

Except where specified otherwise in these Bylaws, prior notice shall be proper if given not more than 30 days nor less than 10 days prior to the event for which notice is given.

ARTICLE VIII  
Indemnification

Section 8.1. The Association shall indemnify such persons for such liabilities in such manner under such circumstances and to such extent as permitted by Section 145 of the Delaware General Corporation Law, as now enacted or hereafter amended. The Board may authorize the purchase and maintenance of insurance and/or the execution of individual agreements for the purpose of such indemnification, and the Association shall advance all reasonable costs and expenses (including attorneys' fees) incurred in defending any action, suit or proceeding to all persons entitled to indemnification under this Section 8.1. Such insurance shall be consistent with the requirements of 12 C.F.R. § 7.2014 and shall exclude coverage of liability for a formal order assessing civil money penalties against an institution-affiliated party, as defined at 12 U.S.C. § 1813(u).

Section 8.2. Notwithstanding Section 8.1, however, (a) any indemnification payments to an institution-affiliated party, as defined at 12 U.S.C. § 1813(u), for an administrative proceeding or civil action initiated by a federal banking agency, shall be reasonable and consistent with the requirements of 12 U.S.C. § 1828(k) and the implementing regulations thereunder; and (b) any indemnification payments and advancement of costs and expenses to an institution-affiliated party, as defined at 12 U.S.C. § 1813(u), in cases involving an administrative proceeding or civil action not initiated by a federal banking agency, shall be in accordance with Delaware General Corporation Law and consistent with safe and sound banking practices.

ARTICLE IX  
Bylaws: Interpretation and Amendment

Section 9.1. These Bylaws shall be interpreted in accordance with and subject to appropriate provisions of law, and may be added to, altered, amended, or repealed, at any regular or special meeting of the Board.

Section 9.2. A copy of the Bylaws and all amendments shall at all times be kept in a convenient place at the principal office of the Association, and shall be open for inspection to all shareholders during Association hours.

ARTICLE X  
Miscellaneous Provisions

Section 10.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year and shall end on the thirty-first day of December following.

Section 10.2. Governing Law. This Association designates the Delaware General Corporation Law, as amended from time to time, as the governing law for its corporate governance procedures, to the extent not inconsistent with Federal banking statutes and regulations or bank safety and soundness.

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(February 8, 2021)

**Exhibit 6**

**CONSENT**

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: September 11, 2024

By: /s/ Gregory P. Guim

Gregory P. Guim

Vice President

**Exhibit 7**

**U.S. Bank Trust Company, National Association  
Statement of Financial Condition  
as of 6/30/2024**

(\$000's)

	<u>6/30/2024</u>
<b>Assets</b>	
Cash and Balances Due From Depository Institutions	\$ 1,420,557
Securities	4,393
Federal Funds	0
Loans & Lease Financing Receivables	0
Fixed Assets	1,164
Intangible Assets	577,338
Other Assets	153,812
<b>Total Assets</b>	<b>\$2,157,264</b>
<b>Liabilities</b>	
Deposits	\$ 0
Fed Funds	0
Treasury Demand Notes	0
Trading Liabilities	0
Other Borrowed Money	0
Acceptances	0
Subordinated Notes and Debentures	0
Other Liabilities	215,138
<b>Total Liabilities</b>	<b>\$ 215,138</b>
<b>Equity</b>	
Common and Preferred Stock	200
Surplus	1,171,635
Undivided Profits	770,291
Minority Interest in Subsidiaries	0
<b>Total Equity Capital</b>	<b>\$1,942,126</b>
<b>Total Liabilities and Equity Capital</b>	<b>\$2,157,264</b>

**Calculation of Filing Fee Tables**  
**FORM S-3**  
(Form Type)  
**UNIVERSAL HEALTH SERVICES, INC.**  
(Exact Name of Registrant as Specified in its Charter)

**Table 1: Newly Registered and Carry Forward Securities**

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial effective date	Filing Fee Previously Paid In Connection with Unsold Securities to be Carried Forward
<b>Newly Registered Securities</b>												
Fees to Be Paid	Equity	Common Stock	Rules 456(b) and 457(r) <sup>(1)</sup>	(2)	(2)	(2)	(1)	(1)				
Fees to Be Paid	Debt	Debt Securities	Rules 456(b) and 457(r) <sup>(1)</sup>	(2)	(2)	(2)	(1)	(1)				
Fees to Be Paid	Debt	Guarantees of Debt Securities	Rules 456(b) and 457(r) <sup>(1)(3)</sup>	(2)	(2)	(2)	(1)	(1)				
Fees Previously Paid	—	—	—	—	—	—		—				
<b>Carry Forward Securities</b>												
Carry Forward Securities	—	—	—	—		—			—	—	—	—
	Total Offering Amounts					—		—				
	Total Fees Previously Paid							—				
	Total Fee Offsets							—				
	Net Fee Due							—				

(1) Universal Health Services, Inc. (the “Registrant”) is relying on Rule 456(b) and Rule 457(r) under the Securities Act of 1933, as amended (the “Securities Act”), to defer payment of all of the registration fee. In connection with the securities offered hereby, the Registrant will pay “pay-as-you-go registration fees” in accordance with Rule 456(b).

(2) An indeterminate number of the securities of each identified class are being registered as may from time to time be offered at indeterminate prices, including an indeterminate number or amount of securities that may be issued upon settlement, exercise, conversion or exchange of securities offered hereunder, or pursuant to anti-dilution provisions. Separate consideration may or may not be received for securities that are issuable upon settlement, exercise, conversion or exchange of other securities or that are issued in units.

(3) There are being registered under this registration statement guarantees of the debt securities of the Registrant by certain of the Registrant’s subsidiaries listed in the “Table of Additional Registrants” in the Registration Statement. No separate consideration will be paid in respect of such guarantees. Pursuant to Rule 457(n) under the Securities Act, no separate registration fee is payable in respect of such guarantees.