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AZ CORPORATION COMMISSION
FILED

NOV 19 2009

ARTICLES OF ORGANIZATION

OF

FILE NO. L15657563

SEQUEL TSI OF ARIZONA, LLC

Pursuant to the Arizona Limited Liability Company Act (the "Act"), the undersigned person forms the limited liability company by adopting the following Articles of Organization for such limited liability company:

ARTICLE I

The name of this limited liability company is Sequel TSI of Arizona, LLC.

ARTICLE II

The duration of this limited liability company shall be perpetual unless dissolved: (1) as provided in the operating agreement of the limited liability company, or (2) as provided by operation of law.

ARTICLE III

This limited liability company has been organized for the purposes of (a) operating facilities for troubled and at-risk youths; and (b) engaging in any and all other business purposes or activities permitted by law.

ARTICLE IV

The street address of the initial registered office of this limited liability company in the State of Arizona is 638 North Fifth Avenue, Phoenix, AZ 85003, and the name of its initial registered agent at such address is National Registered Agents, Inc. The limited liability company's known place of business is 4120 Ramsey Road, Hereford, AZ 85615.

ARTICLE V

The limited liability company is to be managed by a manager or managers. The initial manager shall be Sequel TSI Holdings, LLC, which is also the sole member of the limited liability company located at 1131 Eagle Tree Lane, Huntsville, AL 35801.

ARTICLE VI

The management of this limited liability company shall be vested in its managers who

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shall be selected in the manner described in the Operating Agreement of the limited liability company. The members of this limited liability company are not agents of the limited liability company for the purpose of its business or affairs or otherwise. No manager's, member's, or any other person's act shall bind the limited liability company except as may be expressly authorized by the Operating Agreement of this limited liability company.

ARTICLE VII

Membership interests in this limited liability company shall be evidenced by certificates of membership interest issued by the limited liability company. No member shall transfer a membership interest except in accordance with the terms of the Operating Agreement of the limited liability company.

ARTICLE VIII

A manager of this limited liability company shall not be personally liable to the limited liability company or its members for monetary damages for breach of fiduciary duty as a manager, except for liability (i) for any breach of the manager's duty of loyalty to the limited liability company or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, (iii) for a wrongful distribution under Act, or (iv) for any transaction from which the manager derived an improper personal benefit. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any manager of the limited liability company for or with respect to any acts or omissions of such manager occurring prior to such amendment or repeal. If Arizona law is hereafter changed to permit further elimination or limitation of the liability of managers for monetary damages to the limited liability company or its members, then the liability of a manager of this limited liability company shall be eliminated or limited to the full extent then permitted.

ARTICLE IV

This limited liability company shall indemnify a manager of this limited liability company, and each manager of this limited liability company who is serving or who has served, at the request of this limited liability company, as a manager, director, officer, partner, trustee, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, other enterprise or employee benefit plan to the fullest extent possible against expenses, including attorneys' fees, judgments, penalties, fines, settlements and reasonable expenses, actually incurred by such manager or person relating to the conduct of such manager as a manager of this limited liability company or as a manager, director, officer, partner, trustee, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, other enterprise or employee benefit plan, except that the mandatory indemnification required by this sentence shall not apply (i) to a breach of a manager's duty of loyalty to the limited liability company or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, (iii) for a transaction from which a manager derived

an improper personal benefit, (iv) for a wrongful distribution under the Act, or (v) against judgments, penalties, fines, and settlements arising from any proceeding by or in the right of the limited liability company, or against expenses in any such case where such manager shall be adjudged liable to the limited liability company.

Any indemnification provided for in this Article (unless ordered by a court) shall be made by the limited liability company only as authorized in the specific case upon a determination that indemnification of the manager is proper in the circumstances because the manager had met the applicable standard of conduct set forth in this Article above. Such determination shall be made: (a) by the members by a majority vote of a quorum consisting of members who were not parties to such action, suit, or proceeding; or (b) by special legal counsel, selected by the members by vote as set forth in (a) above, or, if the requisite quorum of the members cannot be obtained therefor, by a majority vote of all members, in which members who are parties may participate.

The indemnification provided in this Article shall not be deemed exclusive of any other rights to which a person indemnified may be entitled under the operating agreement, by a vote of members, or disinterested managers or otherwise, both as to action in the official capacity of such person and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a manager and shall inure to the benefit of the heirs, executors, and administrators of such person.

Dated November 19, 2009.


Mark Roth, Organizer

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 19th day of November, 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Mark Roth, to me known to be the identical person named in and who executed the foregoing Articles of Organization, and acknowledged that he executed the same as his voluntary act and deed.



Kathy J. Ruble

Notary Public
in and for the State of Iowa

I, National Registered Agents, Inc.

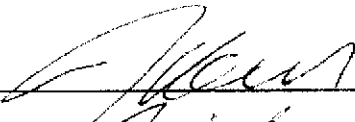
having been designated to act as Statutory Agent for

Sequel TSI of Arizona, LLC,

hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

The undersigned hereby acknowledges and accepts the appointment as statutory agent of this corporation effective this 19 day of November, 2009.

Signature


Jackie Brown, ASST Secretary