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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

FILED

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11-53132

LIMITED LIABILITY COMPANY

ARTICLES OF ORGANIZATION

Pursuant to the provisions of Chapter 7-16 of the General Laws of Rhode Island, 1956, as amended, the following Articles of Organization are adopted for the limited liability company to be organized hereby:

1. The name of the limited liability company is:

AA Autosport Realty, LLC

2. The address of the limited liability company's resident agent in Rhode Island is:

55 Pine Street

(Street Address, not P.O. Box)

Providence

(City/Town)

, RI 02903

(Zip Code)

and the name of the resident agent at such address is Joshua Teverow, Esquire

(Name of Agent)

3. Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as:

(Check one box only)

a partnership or a corporation or disregarded as an entity separate from its member

4. The address of the principal office of the limited liability company if it is determined at the time of organization: **not determined.**

(If not determined, so state)

5. The limited liability company has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-16, unless a more limited purpose or duration is set forth in paragraph 6 of these Articles of Organization.

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6. Additional provisions, if any, not inconsistent with law, which the members elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purposes or duration for which the limited liability company is formed, and any other provision which may be included in an operating agreement:

See attached Exhibit A

7. Management of the Limited Liability Company:

A. The limited liability company is to be managed by its members. (If you have checked this box, go to item no. 8.)

or

B. The limited liability company is to be managed by one (1) or more managers. (If the limited liability company has managers at the time of the filing of these Articles of Organization, state the name and address of each manager.)

Manager

Address

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8. The date these Articles of Organization are to become effective, if later than the date of filing, is:
upon filing

(not prior to, nor more than 30 days after, the filing of these Articles of Organization)

Name and Address of Authorized Person:

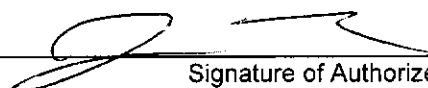
Joshua Teverow, Esquire

55 Pine Street

Providence, RI 02903

Under penalty of perjury, I declare and affirm that I have examined these Articles of Organization, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: March 19, 2008



Signature of Authorized Person

EXHIBIT A

Article 6: Additional provisions not inconsistent with law set forth in these Articles of Organization:

- I. No Member shall sell or dispose of any portion of any membership interest in the LLC without first offering the same to the LLC in writing for a period of fifteen (15) days at the lowest price at which the Member is willing to sell; and if the LLC shall not, within fifteen (15) days after receiving from such Member such written notice, tender to the Member the purchase price of such membership interest, the Member shall be at liberty to sell such membership interest within a further period of fifteen (15) days to any other person at a price not less than the price offered to the LLC. This provision shall be binding upon each Member, and the Member's heirs, executors, administrators and assigns. The right of a Member to transfer any membership interest to a pledge as collateral security shall not be restricted, but the provisions of this paragraph shall apply to any transfer or sale by the pledge in satisfaction of the pledge, including a transfer or sale by the pledge to the pledge itself.

- II. (A) The Members of the LLC may include provisions in the LLC's Operating Agreement which provide that each Member, agent or employee, past or present, of the limited liability company (an "Indemnified Person"), shall be indemnified in the manner and to the extent permitted by the General Laws, or as shall be otherwise provided in said Operating Agreement.

(B) In addition to the authority conferred upon the Members of the LLC by the foregoing paragraph (A), the Members of the LLC may include provisions in the LLC's Operating Agreement, for the purpose of indemnifying the Members in the manner and to the extent provided herein:
 - (i) The Operating Agreement provisions or agreements authorized hereby may provide that the LLC shall, subject to the provisions of this Article 6, pay on behalf of an Indemnified Member any Loss or Expenses (each as herein defined) arising from any claim or claims which are made against the Indemnified Member (whether individually or jointly with other Indemnified Members) by reason of any Covered Act as herein defined) of the Indemnified Member.

 - (ii) For the purposes of this Article 6, when used herein:
 1. "Loss" means any amount which an Indemnified Member is legally obligated to pay for any claim for Covered Acts and

shall include, without being limited to, damages, settlements, fines, penalties or, with respect to employee benefit plans, excise taxes;

2. "Expenses" means any expenses incurred in connection with the defense against any claim for Covered Acts, including, without being limited to, legal, accounting or investigative fees and expenses or bonds necessary to pursue an appeal of an adverse judgment; and
3. "Covered Act" means any act or omission of an Indemnified Member in the Indemnified Member's official capacity with the LLC and while serving in such capacity or while serving at the request of the LLC as a member of the governing body, or as a Manager, officer, employee or agent of another limited liability company, including, but not limited to, any entities which are subsidiaries or affiliates of the LLC.

- (iii) The Operating Agreement provisions or agreements authorized hereby may cover Loss or Expenses arising from any claims made against a retired Indemnified Member, the estate, heirs or legal representative of a deceased Indemnified Member, or the legal representative of an incompetent, insolvent or bankrupt Indemnified Member, where the Indemnified Member was an Indemnified Member at a time the Covered Act upon which such claims are based occurred.
- (iv) Any Operating Agreement provisions or agreements authorized hereby may provide for the advancement of Expenses to an Indemnified Person prior to the final disposition of any action, suit or proceeding, or any appeal therefrom, involving such Indemnified Member and based on the alleged commission by such Indemnified Member of a Covered Act, subject to an undertaking by or on behalf of such Indemnified Member to repay the same to the LLC if a Covered Act involves a claim for which indemnification is not permitted under clause (v) below, and the final disposition of such action, suit, proceeding or appeal results in an adjudication adverse to such Indemnified Member.
- (v) The Operating Agreement provisions or agreements authorized hereby may not indemnify an Indemnified Member from and against any Loss, and the LLC shall not reimburse for any Expenses, in connection with any claim or claims made against an Indemnified Member which the LLC shall determine to have resulted from: (i)

any breach of the Indemnified Member's duty of loyalty to the LLC or its Members; (2) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (3) action contravening Section 7-16-10 of the General Laws; or (4) a transaction from which the person seeking indemnification derived an improper personal benefit, unless said transaction was with the informed consent of the Members.

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