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Florida Department of State  
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To:

Division of Corporations  
Fax Number : (850) 617-6383

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From:

Account Name : WILLIAMS SCHIFINO MANGIONE & STEADY, P.A.  
Account Number : I20000000216  
Phone : (813) 221-2626  
Fax Number : (813) 221-7335

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

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**FLORIDA LIMITED LIABILITY CO.**

**DynaFlow Investment Fund - I, LLC**

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	\$125.00

C. LEWIS

SEP 29 2010

EXAMINER

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No. 5886 P. 2  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**STATE OF FLORIDA**  
**ARTICLES OF INCORPORATION**  
**OF**  
**LIMITED LIABILITY COMPANY**

The undersigned, an authorized natural person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Florida, particularly Chapter 608, Title XXXVI of the Florida Statutes and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "Florida Limited Liability Company Act", hereby certifies that:

**ARTICLE I — Name**

The name of the limited liability company (hereinafter referred to as the "Company") is:

**DYNAFLOW INVESTMENT FUND - I, LLC**

**ARTICLE II — Address**

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

2611 Technology Drive  
Suite 210A  
Orlando, Florida 32804

**ARTICLE III — Registered Agent**

The initial registered agent of the Company is WILLIAMS SCHIFINO MANGIONE & STEADY, P.A. The initial address of the office of the registered agent of the Company is at One Tampa City Center, Suite 3200, Tampa, Florida 33602. By its signature at the end of these Articles, such person acknowledges acceptance of its responsibilities as registered agent of the Company.

#### ARTICLE IV — Term of the Company

The term of the Company shall commence upon the acceptance of the filing of these Articles by the Florida Secretary of State, and shall continue in perpetuity, unless sooner dissolved as provided in the Company's operating agreement or by operation of law.

#### ARTICLE V — Management

The Company is to be managed by the following manager, and is therefore a manager-managed limited liability company:

<u>Name</u>	<u>Address</u>
DynaFlow Acceptance LLC	2611 Technology Drive, Suite 210A Orlando, Florida 32804

The manager of the Company shall at all times comply and shall cause the Company to comply with each of the covenants, terms and provisions contained in these Articles and the Company's operating agreement, and/or other document(s) governing the formation, management or operation of the Company.

#### ARTICLE VI — Purpose

The purpose for which the Company is hereby formed shall be limited solely to (i) the "true sale" acquisition of a revolving portfolio of short-term secured retail installment contracts for automotive and light truck aftermarket repairs, together with all rights, privileges, and interests thereof (the "Contracts"), and thereafter, owning, holding, and if and when appropriate, selling, exchanging, conveying or otherwise disposing of the Contracts, for the production of a profit and carrying on any and all activities related thereto, (ii) entering into, making and performing all contracts and other undertakings necessary or advisable to the carrying out of the foregoing purposes, including, without limitation, one or more asset purchase agreements, and (iii) transacting any and all lawful business for which a Company may be organized under the Florida Limited Liability Company Act that is incident, necessary and appropriate to accomplish the foregoing purposes. The Company shall have all powers afforded limited liability companies under the laws of the State of Florida, not inconsistent with the foregoing purposes.

#### **ARTICLE VII – Single Purpose Entity Restrictions**

Notwithstanding any other covenant, term or provision of these Articles, the Company's operating agreement, or any other document governing the formation, management or operation of the Company to the contrary, and for so long as the Company owns or otherwise holds any Contracts which remain outstanding and have not been repaid or discharged in full, the Company shall not:

1. engage in any business or activity other than the acquisition of the Contracts and the ownership, holding, and if and when appropriate, selling, exchanging, conveying or otherwise disposing of the Contracts, and carrying on any and all activities related thereto;
2. acquire or own any material assets other than the Contracts and such incidental personal property as may be necessary for the acquisition of the Contracts and the ownership, holding, and if and when appropriate, selling, exchanging, conveying or otherwise disposing of the Contracts, and carrying on any and all activities related thereto;
3. merge into or consolidate with any individual, sole proprietorship, joint venture, partnership, limited liability company, corporation, association, cooperative, trust, estate, government (or any branch or agency thereof) or other entity of whatsoever nature ("Person");
4. to the fullest extent permitted by law, dissolve, wind up, or liquidate in whole or in part, or otherwise fail to preserve its existence as an entity duly formed, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, and in each jurisdiction where it conducts business;
5. to the fullest extent permitted by law, transfer or otherwise dispose of all or substantially all of its assets;
6. change its legal structure;
7. to the fullest extent permitted by law, fail to comply with the covenants, terms and provisions of these Articles or the Company's operating agreement or any other document(s) governing the formation, management or operation of the Company;

8. amend, modify, or terminate any of the covenants, terms and provisions of these Articles, the Company's operating agreement or any other document(s) governing the formation, management or operation of the Company, except in compliance with the terms and conditions of said Articles, operating agreement and/or other governing document(s), as applicable;

9. own any subsidiary or make any investment in, any Person;

10. commingle its assets with the assets of any of its members, affiliates, principals or of any other Person, or maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its assets from those of any other Person;

11. incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than trade payables incurred in the ordinary course of business, provided the same are paid when due, or hold itself out to be responsible for the debts of another Person;

12. make any loans or advances to any third party, including any manager, member, or affiliate of the Company, or any member, shareholder, manager, principal, general partner, officer, director or affiliate thereof

13. fail to maintain its records, books of account and bank accounts separate and apart from those of any member, manager, or affiliate of the Company, or any member, shareholder, manager, principal, general partner, officer, director, or affiliate thereof or of any other Person;

14. subject to the other covenants, terms and provisions of these Articles, the operating agreement of the Company, and any other document(s) governing the formation, management or operation of the Company, enter into any contract or agreement with any member, manager or affiliate of the Company, or any member, shareholder, manager, principal, general partner, officer, director, or any affiliate thereof or of any other Person, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms length basis with an independent, unaffiliated third party;

15. fail to file its own tax returns;

16. fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations, *provided* that this clause shall not impose any obligation on the members of the Company to make any additional capital contributions other than in accordance with the provisions of the Company's operating agreement;

17. to the fullest extent permitted by law, file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors; or

18. fail to maintain its good standing and qualification to conduct the business of the Company in any state in which the Company is required to do so, and the failure thereof could have a material adverse affect on the Company and/or its financial condition.

#### **ARTICLE VIII – Separateness Covenants**

Notwithstanding any provision of these Articles, the operating agreement of the Company, or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern:

For so long as the Company owns or otherwise holds any Contracts which remain outstanding and have not been repaid or discharged in full, in order to preserve and ensure the Company's separate and distinct identity, in addition to the other provisions set forth in these Articles, the operating agreement of the Company, or any other document governing the formation, management or operation of the Company, and notwithstanding anything to the contrary therein, the Company shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted, and shall allocate fairly and reasonably any overhead for shared office space.
2. It shall conduct its business in its own name, separate and apart from that of any other Person.
3. It shall maintain financial statements separate from any other Person.

4. It shall pay all liabilities (allocated or otherwise) out of its own funds, not funds of any other Person.

5. It shall not guarantee or become obligated for the debts of any other Person, including any affiliate, or hold out its credit as being available to satisfy the obligations of others.

6. It shall not acquire obligations or securities of any affiliate of the Company.

7. It shall use invoices and checks separate from any other Person.

8. It shall not pledge its assets for the benefit of any other Person, including any affiliate.

9. It shall hold itself out as any entity separate from any other Person.

10. It shall correct any known misunderstanding regarding its separate identity.

11. It shall observe all limited liability company formalities.

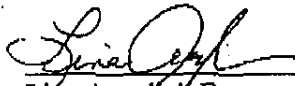
12. It shall maintain a sufficient number of employees in light of its contemplated business operations.

*Signature Page Follows.*

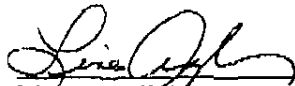
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IN WITNESS WHEREOF, I have signed these Articles of Organization and acknowledged them to be my act this 28th day of September, 2010.

  
\_\_\_\_\_  
Lina Angelici, Esq.  
As Authorized Representative

In accordance with Section 608.408(3) of the Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

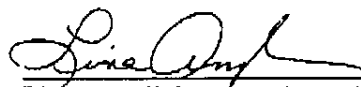
  
\_\_\_\_\_  
Lina Angelici, Esq.  
As Authorized Agent

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TALLAHASSEE, FLORIDA

**STATEMENT ACCEPTING APPOINTMENT AS REGISTERED AGENT**

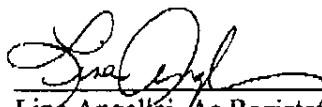
I hereby accept the designation as registered agent to accept service of process for DYNAFLOW INVESTMENT FUND-I, LLC at the place designated in this statement below. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent under Chapter 608 of the Florida Statutes.

IN WITNESS WHEREOF, I have signed this Statement Accepting Appointment as Registered Agent effective as of the 28th day of September, 2010.



Lina Angelici, As Registered Agent  
Williams Schifino Mangione & Steady, P.A.  
One Tampa City Center, Suite 3200  
Tampa, Florida 33602

In accordance with section 608.408(3) of the Florida Statutes, the execution of this statement constitutes an affirmation under the penalties of perjury that the facts stated herein are true to the best of my knowledge and belief.



Lina Angelici, As Registered Agent

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