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**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
DJC OF ESTERO, LLC**

**ARTICLE I
Name**

The current name of the Limited Liability Company (the "Company") is:

DJC OF ESTERO, LLC

**ARTICLE II
Address**

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

11637 Kelly Rd., Suite 301
FT Myers, FL 33908

**ARTICLE III
Duration**

The period of the duration for the Company is perpetual.

**ARTICLE IV
Purpose**

The Company's business and purpose shall be subject to Article IX and shall consist solely to acquire, develop, make improvements upon, operate, and manage an adult entertainment night club and restaurant in Lee County, Florida (the "Property"), and activities incidental thereto. The Company may only incur indebtedness, whether secured or unsecured, or engage in any business activity that is necessary for the accomplishment of its sole purpose. The Company shall not otherwise incur indebtedness, whether secured or unsecured, for the benefit of any affiliate, third party, or other person whatsoever, allow any of its assets to be utilized as security for the debts of any affiliate or third party, or guarantee the indebtedness or other obligations of any affiliate or third party.

**ARTICLE V
Registered Agent and Registered Address**

The name and the street address of the registered agent are:

Steven A. Ramunni
2211 Peck Street, Suite 250
Fort Myers, FL 33901

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ARTICLE VI Management

The Company is to be managed by one or more managers as may be provided for in its Operating Agreement and shall therefore be a manager-managed company.

ARTICLE VII Powers and Duties

Notwithstanding any other provisions of these Articles or the Company's Operating Agreement and so long as any obligation secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remains outstanding and has not been discharged in full, without the consent of all members, no member or manager shall have authority on behalf of the Company to:

- (i) Incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances; provided that such debt is not evidenced by a note and is paid when due, and provided in any event that the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument;
- (ii) Seek the dissolution or winding up, in whole or in part, of the Company;
- (iii) Merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (iv) File a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of a bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as a debtor under any applicable Federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any such action; or
- (v) Amend, modify, or alter Articles IV, Article VII, Article VIII, Article IX, Article XI, Article XII, or Article XIII of these Articles.

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Company shall have no authority to take any action in items (i) through (iii) and (v) of this Article VII without the written consent of the holder of the Security Instrument.

ARTICLE VIII

Title to Company Property

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member shall have any ownership interest in any Company property in its individual name or right, and each member's interest in the Company shall be personal property for all purposes.

ARTICLE IX

Separate / Operations Matters

The Company has not and shall not:

- (i) Acquire or own any material asset other than (a) the Property, and (b) such incidental personal property as may be necessary for the operation of the Property;
- (ii) fail to preserve its existence as an entity duly organized, validity existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation;
- (iii) without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of these Articles of Organization, or the Company's Operating Agreement;
- (iv) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;
- (v) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Company permitted by the Security Instrument and properly accounted for;
- (vi) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indentor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets;
- (vii) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Company, the affiliates of a partner or member of the Company and any other persons or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principals and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Company;
- (viii) enter into any contract or agreement with any partner, member, principal or affiliate of the Company or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with third parties other than any partner, member, principal or affiliate of the Company, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;
- (ix) fail to correct any known misunderstandings regarding the separate identity of the Company;

- (x) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Company (except for a Guarantor or Indemnitor (as defined in the Security Instrument));
- (xi) make any loans or advances to any third party, including any partner, member, principal or affiliate of the Company or any partner, member or principal of affiliate thereof;
- (xii) fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;
- (xiii) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not: (a) to mislead others as to the identity with which such other party is transacting business, or (b) to suggest that the Company is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Company or any partner, member, principal or affiliate thereof);
- (xiv) fail to allocate fairly and reasonably among the Company and any third party (including, without limitation, any Guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;
- (xv) allow any other person or entity to pay the salaries of the Company's employees or fail to maintain a sufficient number of employees for its contemplated business operations;
- (xvi) 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;
- (xvii) share any common logo with or hold itself out as or be considered as a department or division of: (i) any partner, principal, member or affiliate of the Company, (ii) any affiliate of a partner, principal, member or affiliate of the Company, or (iii) any other person or entity or allow any person or entity to identify the Company as a department or division of that person or entity; or
- (xviii) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Company or the creditors of any other person or entity.

ARTICLE X

Admissions of New Members

Members of the Company have the right to admit new members. Additional members may be admitted only on the unanimous written consent of the existing members, and the existing members shall determine the amount and nature of contributions by the new members at the time the new members are admitted.

ARTICLE XI

Effect of Bankruptcy

The bankruptcy, death, dissolution, liquidation, termination, or adjudication of incompetence of a member shall not cause the termination or dissolution of the Company, and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purposes of setting or managing its estate or property, subject to satisfying

condition precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian, or conservator any Company interest shall be subject to all the restrictions hereunder to which such transfer would have been subject if such transfer has been made by such bankrupt, deceased, dissolved, liquidated, terminated, or incompetent member.

ARTICLE XII Indemnification

Subject to Article XIII below, the Company shall, to the full extent permitted by Section 608.4229 of the Florida Limited Liability Company Act, as amended from time-to-time, indemnify all persons whom it may indemnify pursuant thereto. The indemnification provided by this Article XII shall not limit or exclude any rights, indemnities or limitations of liabilities to which any person may be entitled, whether as a matter of law, under the Operating Agreement of the Company, by other agreement or otherwise, except as specifically limited by Article XIII below.

ARTICLE XIII Subordination of Indemnification Provisions

Notwithstanding any provision hereof to the contrary, any indemnification claim against the Company arising under these Articles, the Operating Agreement, or laws of the State of Florida shall be fully subordinate to any obligations of the Company arising under the Security Instrument or any other Loan Document (as defined in the Security Instrument), and shall only constitute a claim against the Company to the extent of, and shall be paid by the Company in monthly installments only from, the excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents.

IN WITNESS WHEREOF, the undersigned, being the sole member of the Company, has caused these Amended and Restated Articles of Organization of DJC of Estero, LLC to be duly executed, effective as of the 19 day of November, 2007, at Fort Myers, Florida, and affirms that these Amended and Restated Articles of Organization of DJC of Estero, LLC are being filed in accordance with Section 608.411 of the Florida Statutes.

By: Barbara Sanzeri
Barbara Sanzeri, Managing Member

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

Written Acceptance of Registered Agent

I hereby am familiar with and accept the duties and responsibilities as Registered Agent for DJC OF ESTERO, LLC.

By: Steven A. Ramunni
Steven A. Ramunni, Esquire

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