

Filing and License Fee: \$230.00 minimum



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Division of Business Services
148 W. River Street
Providence, Rhode Island 02904-2615
www.sos.ri.gov

2011 MAY -2 PM 12:00

SECRET
STATE
DIVISION

BUSINESS CORPORATION

ARTICLES OF INCORPORATION

The undersigned acting as incorporator(s) of a corporation under Chapter 7-1.2 of the General Laws of Rhode Island, 1956, as amended, adopt(s) the following Articles of Incorporation for such corporation:

1. The name of the corporation is Luna Night Club, Inc

(This is a close corporation pursuant to §7-1.2-1701 of the General Laws, 1956, as amended.) (Strike if inapplicable.)

2. The total number of shares which the corporation has the authority to issue is:

(a) If only one class: Total number of shares 10,000 (no par value)

or

(b) If more than one class: Total number of shares of each class _____

A statement of all or any of the designations and the powers, preferences, and rights, including voting rights, and the qualifications, limitations, or restrictions of them, which are permitted by the provisions of Chapter 7-1.2 of the General Laws, 1956, as amended, in respect of any class or classes of shares of the corporation and the fixing of which by the articles of association is desired, and an express grant of the authority as it may then be desired to grant to the board of directors to fix by vote or votes any of them that may be desired but which is not fixed by the articles:

3. The address of the initial registered office of the corporation is:

1204 Broad St.

(Street Address, not P.O. Box)

Providence

, RI

02907

(City/Town)

(Zip Code)

and the name of its initial registered agent at

such address is Andy Andujar

(Name of Agent)

4. The corporation has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-1.2.

5. Unless otherwise stated all authorized shares are deemed to have a nominal or par value of \$0.01 per share.

FILED

MAY 02 2011

By JPB

12:00
143587

6. Additional provisions, if any, not inconsistent with Chapter 7-1.2 which the incorporators elect to have set forth in these Articles of Incorporation:

[illegible]

7. The name and address of each incorporator is:

Name

Address

Andy Andujar

174 Harold St. Providence, RI 02908

8. These Articles of Incorporation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing. MAY 2, 2011

MAY 2, 2011

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

Date: April 29, 2011

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

Signature of each Incorporator

SALE OF LLC SHARES

AGREEMENT made this 4th day of APRIL, 2011, between Luis Almanzar and Ariel Encarnacion of Providence, Rhode Island (the "Sellers"), and Jose Rosario of Providence, Rhode Island (the "Purchaser").

The Sellers are the owners of all the shares and issued share of LUNA NIGHTCLUB, LLC. (the "Company").

The Purchaser desires to purchase from the Seller all of such shares and name, which the Seller is willing to sell.

It is therefore agreed:

1. SALE: The Sellers shall sell and the Purchaser shall buy all the shares and name of the company now owned and held by the Seller for a total purchase price of [REDACTED] ([REDACTED]) Dollars.

2. PAYMENT OF PURCHASE PRICE: The Purchaser shall pay the purchase price of [REDACTED] ([REDACTED]) Dollars at the closing in a certified funds.

3. WARRANTIES: In order to induce the Purchaser to enter in this agreement, the Seller warrants and represents:

a) LLC STATUS, NAME AND SHARES: The company is a business duly organized and existing under the laws of Rhode Island, with authority to issue member's shares.

b) As of the date hereof, the company has no liabilities, absolute or contingent, and there is no litigation, proceeding, judgment, order, or decree pending, or to the knowledge of the Seller, threatened against the company, or to which the company is a party, by any person, firm, corporation, or association, or by or before any public body, agency, or authority, which has or may have a materially adverse effect on the financial condition of the company.

c) TITLE TO SHARES: The Sellers are the sole owners of all shares of the company, which is fully paid and non-assessable, and they have the right to sell the share free of all encumbrances; the Purchaser shall receive good and marketable title to such share.

d) STATUS QUO: Between the date hereof and the closing, the company will not modify its authorized share, will not consolidate or merge with any other business, will not distribute any of its assets or pay or declare any dividends, in cash or in property, or any of its shares, will not redeem any of its outstanding shares, and will not sell, mortgage, encumber, or dispose of any of its property except in the regular course of business.

4. CLOSING: The closing shall take place at the offices of FERDINANDI & MASTRATI, LLP, 1441 Park Avenue, Cranston, Rhode Island, on April 4, 2011, at 4pm or any other time designated by the parties at the closing.

a) SHARES: The Seller shall endorse a LLC representing shares of the company and shall deliver such certificate to the Purchaser with the requisite transfer stamps attached.

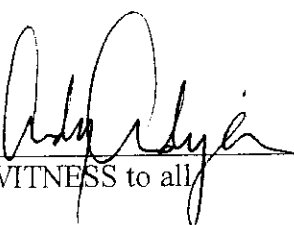
b) NAME: The Seller will transfer rights of name (LUNA NIGHT CLUB) to purchaser.

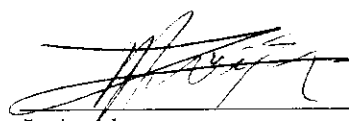
c) CASH: The Purchaser shall deliver to the Seller in case or by check, the balance payable to Sellers, after payment of all items necessary to transfer the full liquor license of Platinum Nightclub, Inc. regarding premises at 1204 Broad Street, Providence, RI .

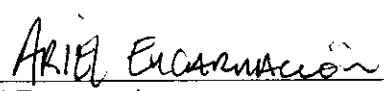
6. BENEFIT: This agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, and assigned.

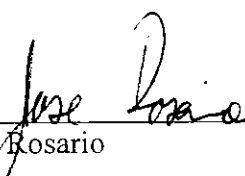
The Seller hereby remises, releases and forever quit claims any and all rights she has to their position as only members of the LLC, to any and all shares of the LLC and any and all the right, title, and interest in and to said LLC and its franchises, assets, which she may have by virtue of having been elected thereof and any and all rights and assets of the corporation the release of which is hereby acknowledged, the Seller does hereby remise, release and quit-claim her rights to

IN WITNESS WHEREOF, the parties have signed this agreement.


WITNESS to all


Luis Almanzar


Ariel Encarnación


Jose Rosario



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly
executed in accordance with the provisions of Title 7 of the General Laws
of Rhode Island, as amended, has been filed in this office on this day:

A. RALPH MOLLIS

Secretary of State

