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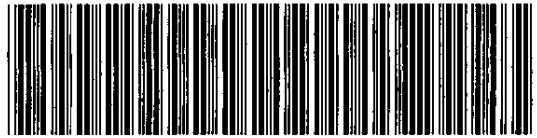
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2010 MAY -4 AM 9:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARR
5/7/10

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: QUALITY RESTAURANT VENTURES, INC.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Mathilda Deutsch

Contact Person

Airborne Security & Protective Services, Inc.

Firm/Company

3550 Biscayne Blvd., Suite 405

Address

Miami, Florida 33137

City/State and Zip Code

jd610@aol.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jerry Deutsch

Name of Contact Person

At (305) 205-5066

Area Code & Daytime Telephone Number



Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

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2010 MAY -4 AM 9:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Quality Restaurant Ventures, Inc.</u>	<u>Florida</u>	<u>P96000039675</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Airborne Security & Protective</u>	<u>Florida</u>	<u>P10000025395</u>
<u>Services, Inc.</u>		

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on April 28, 2010.

The Plan of Merger was adopted by the board of directors of the surviving corporation on April 28, 2010 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on April 21, 2010.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on April 21, 2010 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

Airborne Security &

Mathilda Deutsch

Mathilda Deutsch

Protective Services, Inc.

Quality Restaurant

Tim Murray

Tim Murray

Ventures, Inc.

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Quality Restaurant Ventures, Inc.</u>	<u>Florida</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Airborne Security & Protective</u>	<u>Florida</u>
<u>Services, Inc.</u>	

Third: The terms and conditions of the merger are as follows:

Airborne Security & Protective Services, inc. is being merged into Quality Restaurant Ventures, Inc., the Surviving Corporation; after which Quality Restaurant Ventures, Inc. shall change its name to Airborne Security & Protective Services, Inc. The existence of Airborne Security & Protective Services, Inc. as a separate corporate entity shall cease.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

100% of the shares of the Merging Corporation are being exchanged for shares of the Surviving Corporation on a one-for-one basis. *(Attach additional sheets if necessary)*

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:
None

OR

Restated articles are attached:
None

Other provisions relating to the merger are as follows:

- a) The corporate existence of Airborne Security & Protective Services, Inc. ("ASPS") shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of ASPS and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each Constituent Corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.
- b) The Surviving Corporation will carry on business with the assets of Airborne Security & Protective Services, Inc., Inc., as well as with the assets of Quality Restaurant Ventures, Inc. ("QRVS")
- c) The Shareholders of ASPS shall surrender all of their ASPS Shares in the manner hereinafter set forth.
- d) In exchange for the ASPS Shares, surrendered by its Shareholders, the Surviving Corporation will issue and transfer to these Shareholders shares of its restricted common shares.
- e) All third party shareholders of QRVS will retain their shares as shares of the Surviving Corporation.
- f) Article I of the Articles of Incorporation of QRVS shall be amended to read as follows: "The name of the Corporation is amended as follows: Airborne Security & Protective Services, Inc."
- g) Except as amended in "f" above, the amended Articles of Incorporation of QRVS shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.
- h) Within forty-five (45) days of the completion of the merger, the wholly-owned subsidiary of the Surviving Corporation, Sobik's Corporation, a Florida corporation, will split off as an independent corporation under the terms and conditions of that certain "Agreement of Merger and Plan of Reorganization" between the Merging Corporation and the Surviving Corporation.

MERGER AND PLAN OF REORGANIZATION

1.1 **Plan of Merger.** At Closing (as hereinafter defined), the following Plan of Merger of Airborne Security & Protective Services, Inc. (the "Merging Corporation" or "ASPS") and Quality Restaurant Ventures, Inc. (the "Surviving Corporation" or "QRVS"), is adopted pursuant to Chapter 607 of the 2009 Florida Statutes, including, but not limited to Chapter 607.1108, and section 368(a)(1)(A) of the Internal Revenue Code of 1986 as amended:

- a) Airborne Security & Protective Services, Inc. shall be merged with and into Quality Restaurant Ventures, Inc., to exist and be governed by the laws of the State of Florida.
- b) The name of the Surviving Corporation shall be Airborne Security & Protective Services, Inc., and the headquarters address shall be changed to 3550 Biscayne Blvd, Suite 607, Miami, FL 33137.
- c) At Closing, the separate corporate existence of Airborne Security & Protective Services, Inc. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of ASPS and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each Constituent Corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.
- d) The Surviving Corporation will carry on business with the assets of Airborne Security & Protective Services, Inc., Inc., as well as with the assets of Quality Restaurant Ventures, Inc.
- e) The Shareholders of ASPS shall surrender all of their ASPS Shares in the manner hereinafter set forth.
- f) In exchange for the ASPS Shares, surrendered by its Shareholders, the Surviving Corporation will issue and transfer to these Shareholders, on the basis set forth in Section 1.3, shares of its restricted common shares.
- g) All third party shareholders of QRVS will retain their shares as shares of the Surviving Corporation.
- h) (1) Article I of the Articles of Incorporation of Quality Restaurant, Inc. shall be amended to read as follows: "The name of the Corporation is amended as follows: Airborne Security & Protective Services, Inc."

(2) Except as amended in Subparagraph (h) (1), the amended Articles of Incorporation of Quality Restaurant Ventures, Inc., shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended,

altered, or repealed as provided in the Articles or as provided by law.

1.2 Results of Merger. The Constituent Corporations hereby agree that the Merging Corporation shall be merged with, and into, the Surviving Corporation, and the Merging Corporation and the Surviving Corporation shall be a single corporation. The Surviving Corporation shall be the corporation continuing after the merger, and the separate existence of the Merging Corporation shall cease at Closing (as hereinafter defined).

1.3 Share Exchange. At Closing, the method of carrying the merger into effect shall be as follows: all shares of the outstanding capital stock of the Merging Corporation consisting of one hundred million (100,000,000) shares of its common stock, will be exchanged on a one-for-one basis for one hundred million (100,000,000) shares of the common stock of the Surviving Corporation; no additional shares will be issued by the Surviving Corporation to reflect the ownership interest of the stockholders after the Closing. The certificates representing the shares of stock of the Merging Corporation shall be surrendered and cancelled on the date of Closing. The then outstanding shares of the Surviving Corporation shall be unaffected by the merger and shall continue to constitute all of the outstanding stock in the Surviving Corporation.

1.4 Approval of Shareholders; No Material Changes. Pursuant to applicable statutory provisions, this merger requires the approval of the shareholders of each of the Constituent Corporations. The conditions of the applicable statutes of the State of Florida have been complied with as follows:

- a) The shareholders of the Surviving Corporation and the Merging Corporation have approved the increase in the number and kind of outstanding shares of capital stock of the Surviving Corporation outstanding connected to this merger; and
- b) This Agreement does not conflict with or make changes in the Articles of Incorporation or the Bylaws of the Surviving Corporation (except as to the change in name).

1.5 Record Date of Merger. The record date of the Merger shall be the date it is filed with the Secretary of State of Florida immediately following Closing (as hereinafter defined).

1.6 Exemption from Registration. The parties hereto intend that all QRV Shares shall be restricted pursuant to Rule 144, and exempt from the registration requirements of the Securities Act of 1933, as amended.

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

(n/a)

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

(n/a)