

# F04000006728

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*Effective: 4/25/11*

**MERGER OR SHARE EXCHANGE  
SECURED FINANCIAL NETWORK, INC.**

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*Merger*

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ARTICLES OF MERGER

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>
Secured Financial Network, Inc.	Nevada	P04000006728

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
RedFin Network, Inc.	Florida	P07000119657

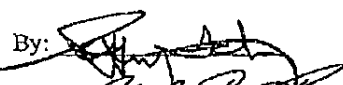
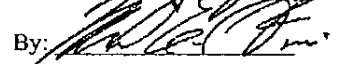
**Third:** The Agreement and Plan of Merger is attached.

**Fourth:** The merger shall become effective at close of business on April 25, 2011.

**Fifth:** The Agreement and Plan of Merger was adopted by the Board of Directors of the surviving corporation on March 3, 2011 and no stockholder approval was required.

**Sixth:** The Agreement and Plan of Merger was adopted by the sole shareholder of the merging corporation on March 3, 2011.

**Seventh:** SIGNATURES FOR EACH CORPORATION.

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Name of Individual and Title</u>
Secured Financial Network, Inc.	By: 	Jeffrey L. Schultz, Chief Executive Officer
RedFin Network, Inc.	By: 	Michael E. Fasci, Chief Financial Officer

**AGREEMENT AND PLAN OF MERGER**  
by and between  
**SECURED FINANCIAL NETWORK, INC.,**  
a Nevada corporation  
and  
**REDFIN NETWORK, INC.,**  
a Florida corporation

**THIS AGREEMENT AND PLAN OF MERGER**, dated as of April 4, 2011, is by and between Secured Financial Network, Inc., a Nevada corporation ("Parent") and RedFin Network, Inc., a Florida corporation ("RedFin"). The Parent and RedFin are sometimes hereinafter collectively referred to as the "Corporations".

**WITNESSETH:**

**WHEREAS**, RedFin was incorporated under the laws of the State of Florida on November 1, 2007 and the authorized capital stock of RedFin consists of 100 shares of common stock ("RedFin Common Stock"), all of which such shares were issued and outstanding on the date hereof and owned by the Parent;

**WHEREAS**, pursuant to the provisions of Section 92A. 190 of the Nevada Revised Statutes ("NRS") and the provisions of Section 607.1101 of the Florida Business Corporations Act ("FBCA"), RedFin shall merge with and into the Parent (the "Merger"), with the Parent to be the surviving corporation of the Merger and to continue its existence under the NRS;

**WHEREAS**, the Merger is permitted by the laws of each of the States of Nevada and Florida and each corporation is complying with the laws of its respective state of incorporation with respect to the Merger; and

**WHEREAS**, the respective Boards of Directors of the Corporations, and the Parent, as the sole shareholder of RedFin, by resolutions duly adopted, have approved this Agreement and the Merger and no consent of the Parent's stockholders is required for the Merger.

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements set forth herein, the Corporations hereby agree as follows:

**ARTICLE ONE**  
**MERGER**

1.1. On the Effective Date (as defined in Section 1.6), and in accordance with the provisions of the NRS and the FBCA, RedFin shall be merged with and into the Parent and the Parent shall be the surviving corporation (the "Surviving Corporation") of the Merger.

1.2. On the Effective Date, the separate existence of RedFin shall cease and the Surviving Corporation shall possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities and duties of RedFin; and all and singular, the rights, privileges, powers and franchises of RedFin, and all property, real, personal and mixed, and all debts due to RedFin on whatever account, as well for stock subscriptions as all other things in action or belonging to or due to RedFin, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and

franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of RedFin, and title to any real estate or interest therein, vested by deed or otherwise in RedFin, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and any liens upon the property of RedFin shall be preserved unimpaired; and all debts, liabilities and duties of RedFin shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding, whether civil, criminal or administrative, pending by or against RedFin shall be prosecuted as if the Merger had not take place, or the Surviving Corporation may be substituted in such action or proceeding in place of RedFin.

1.3. From time to time after the Effective Date, the last acting officers of RedFin or the corresponding officers of the Surviving Corporation may, in the name of RedFin, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in, or perfect or confirm to, the Surviving Corporation and its successors and assigns, title to, and possession of, all of the property, rights, privileges, powers and franchises referred to in Section 1.2 and otherwise to carry out the intent and purposes of this Agreement.

1.4. All corporate acts, plans (including, without limitation, stock option plans), policies, approvals and authorizations of RedFin, its shareholder, Board of Directors, committees elected or appointed by its Board of Directors, officers and agents, which are valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the surviving corporation as they were with respect to RedFin.

1.5. On and after the Effective Date, (a) the Articles of Incorporation and By-Laws of the Parent, as in effect on the date hereof, shall continue to be the Articles of Incorporation and By-Laws of the Surviving Corporation, unless and until they are thereafter duly altered, amended or repealed, as provided therein or by law, and (b) the persons serving as directors and officers of the Parent immediately prior to the Effective Date shall be the directors and officers, respectively, of the Surviving Corporation until their respective successors shall have been elected and shall have been duly qualified or until their earlier death, resignation or removal.

1.6. Articles of Merger shall be signed, verified and filed with each of the Secretary of State of Nevada and the Secretary of State of Florida. The Merger shall become effective on the close of business on April 25, 2011, which such date is referred to herein as the "Effective Date."

## ARTICLE TWO CANCELLATION OF SHARES

On the Effective Date, the RedFin Common Stock owned by the Parent immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of any party, be cancelled and retired and all rights in respect thereof shall cease.

### ARTICLE THREE CONDITIONS

The consummation of the Merger is subject to the satisfaction prior to the Effective Date of the following condition:

3.1. No governmental authority or other third party shall have instituted or threatened any action or proceeding against Red Fin or Parent to enjoin, hinder or delay, or to obtain damages or other relief in connection with, the transactions contemplated by this Agreement; and no action shall have been taken by any court or governmental authority rendering RedFin or Parent unable to consummate the transactions contemplated by this Agreement.

### ARTICLE FOUR TERMINATION

This Agreement may be terminated and the Merger abandoned by RedFin or the Parent by appropriate resolution of its respective Board of Directors and for any reason whatsoever, at any time prior to the Effective Date, whether before or after approval and adoption of this Agreement by the Parent as the sole shareholder of RedFin. In the event that this Agreement is terminated, it shall become void and shall have no effect, and no liability shall be imposed upon either of the Corporations or the directors, officers or stockholders thereof.

### ARTICLE FIVE AMENDMENT AND WAIVER

Prior to the Effective Date, whether before or after approval of this Agreement by the Parent as the sole shareholder of RedFin, this Agreement may be amended or modified in any manner as may be determined in the judgment of the respective Boards of Directors of the Corporations to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the Merger in accordance with the purposes and intent of this Agreement. Any failure of either of the Corporations to comply with any of the agreements set forth herein may be expressly waived in writing by the other corporation.

SECURED FINANCIAL NETWORK, INC.,  
a Nevada corporation

By: 

Jeffrey L. Schultz, President

REDFIN NETWORK, INC.,  
a Florida corporation

By: 

Michael E. Fasci, Chief Financial Officer