

P92000001060

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H07000281091 3)))



H070002810913ABC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations

Fax Number : (850) 617-6380

From:

Account Name : C T CORPORATION SYSTEM

Account Number : FCA000000023

Phone : (850) 222-1092

Fax Number : (850) 878-5926

07 NOV 16 AM 10:59

FILED

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

Windswept Equity Partners, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	14
Estimated Charge	\$113.75

Pursuant to

Electronic Filing Menu

Corporate Filing Menu

Help

<https://efile.sunbiz.org/scripts/efilcovr.exe>

11/16/2007

11/16/2007

ARTICLES OF MERGER
(Profit Corporations)

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>
<u>Windswept Equity Partners, Inc.</u>	<u>New York</u>	<u>N/A</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Dynamic Nutrition of Florida, Inc.</u>	<u>Florida</u>	<u>P98000036468</u>
<u>Van Horn Technologies, Inc.</u>	<u>Florida</u>	<u>P92000001060</u>

Third: The Agreement and 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

The Agreement and Plan of Merger was adopted by the shareholders of the surviving corporation on 11/1/07.

The Agreement and Plan of Merger was adopted by the board of directors of the surviving corporation on 10/31/07.

Sixth: Adoption of Merger by merging corporations

The Agreement and Plan of Merger was adopted by the shareholders of the merging corporations on 11/1/07. The shareholders of Dynamic Nutrition of Florida, Inc. and Van Horn Technologies, Inc. adopted the Agreement and Plan of Merger by written consent in accordance with Section 607.0704 of the Florida Statute.

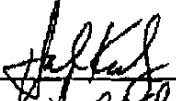

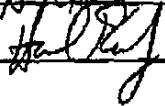
The Agreement and Plan of Merger was adopted by the board of directors of the merging corporations on 10/31/07.

(Attach additional sheets if necessary)

07 NOV 16 AM 10:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>Dynamic Nutrition of Florida, Inc.</u>		<u>Hal Katz, President</u>
<u>Windswept Equity Partners, Inc.</u>		<u>Hal Katz, President</u>
<u>Van Horn Technologies, Inc.</u>		<u>Hal Katz, President</u>

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>
Windswept Equity Partners, Inc.	New York

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Dynamic Nutrition of Florida, Inc.</u>	<u>Florida</u>
<u>Van Horn Technologies, Inc.</u>	<u>Florida</u>
<u>Dynamic Nutrition of Houston, Inc.</u>	<u>Texas</u>
<u>Dynamic Nutrition of Texas, Inc.</u>	<u>Texas</u>
<u>Nature's Best, Inc.</u>	<u>New York</u>
<u>Nature's Dynamics of Arizona, Inc.</u>	<u>Arizona</u>
<u>Dynamic Nutrition</u>	<u>California</u>
<u>Dynamic Nutrition of Georgia, Inc.</u>	<u>Georgia</u>
<u>Dynamic Nutrition of Illinois, Inc.</u>	<u>Illinois</u>
<u>Dynamic Nutrition of Maryland, Inc.</u>	<u>Maryland</u>
<u>Dynamic Nutrition of San Francisco, Inc.</u>	<u>California</u>
<u>Dynamic Nutrition of New York, LLC</u>	<u>New York</u>
<u>Dynamic Nutrition of New England, Inc.</u>	<u>Massachusetts</u>

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

SEE ATTACHED AGREEMENT AND PLAN OF MERGER

07 NOV 16 AM 10:59
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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:

One (1) share of capital common stock of the Merging Entities will be exchanged for the number of shares of common capital stock of Windswept Equity Partners, Inc. (the Surviving Entity) as follows:

Merging Entities	Share Conversion
Nature's Best, Inc.	0.46667
Nature's Dynamic of Arizona, Inc.	0.01111
Dynamic Nutrition	0.88880
Dynamic Nutrition of Florida, Inc.	0.66666
Dynamic Nutrition of Georgia, Inc.	0.04445
Dynamic Nutrition of Houston, Inc.	0.02222
Dynamic Nutrition of Illinois, Inc.	0.07778
Dynamic Nutrition of Maryland, Inc.	0.55556
Dynamic Nutrition of New England, Inc.	0.44445
Dynamic Nutrition of San Francisco, Inc.	0.02222
Dynamic Nutrition of Texas, Inc.	0.04445
Van Horn Technologies, Inc.	0.04444
Dynamic Nutrition of New York, LLC	0.01111

(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:
N/A

OR

Restated articles are attached:

N/A

Other provisions relating to the merger are as follows:

N/A

AGREEMENT AND PLAN OF MERGER

AGREEMENT made as of the 9th day of November, 2007 by and among Nature's Best, Inc., a New York corporation, Nature's Dynamics of Arizona, Inc., an Arizona corporation, Dynamic Nutrition, a California corporation, Dynamic Nutrition of Florida, Inc., a Florida corporation, Dynamic Nutrition of Georgia, Inc., a Georgia corporation, Dynamic Nutrition of Houston, Inc., a Texas corporation, Dynamic Nutrition of Illinois, Inc., an Illinois corporation, Dynamic Nutrition of Maryland, Inc., a Maryland corporation, Dynamic Nutrition of New England, Inc., a Massachusetts corporation, Dynamic Nutrition of San Francisco, Inc., a California corporation, Dynamic Nutrition of Texas, Inc., a Texas corporation, Dynamic Nutrition of New York, LLC, a New York limited liability company, and Van Horn Technologies, Inc., a Florida corporation (hereinafter collectively referred to as "**Merging Entities**" or individually as "**Merging Entity**") and Windswept Equity Partners, Inc., a New York Corporation (hereinafter the "**Company**") (hereinafter the "**Agreement**").

WHEREAS, in anticipation of the acquisition by NBDN Holdings, Inc., a Delaware corporation, of Class A Units representing 80% of the Membership Interests of The Isopure Company, LLC, a Delaware limited liability company (the "**Purchase**"), and in order to facilitate the transactions set forth in the Agreement, it is deemed to be in the best interests of the Merging Entities, the Company and their respective equity holders to merge with and into the Company, in each case with Windswept continuing as the surviving corporation; and

WHEREAS, the boards of directors, shareholders and members of the Merging Entities and the Company have approved this Agreement and deem it advisable and in the best interests of each Merging Entity and the Company and their respective shareholders and members to enter into this Agreement and consummate the transactions contemplated herein; and

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**").

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth below, the parties agree as follows

THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions of this Agreement and in accordance with the Business Corporation Law of the State of New York ("BCL") the Merging Entities shall be merged with and into the Company (the "**Merger**"). As a result of the Merger, the outstanding shares of voting common capital stock of the Merging Entities shall be converted or canceled in the manner provided in Article II of this Agreement. The separate corporate existence of each Merging Entity shall cease and the Company shall be the surviving corporation in the Merger.

Section 1.2 Closing; Effective Time of the Merger. Unless this Agreement shall have been terminated pursuant to Section 8.1, the closing of the Merger (the "Closing") will take place at 10:00 a.m., New York time, on a date to be specified in writing by the Company (the "Closing Date"), at the offices of Platzer, Swergold, Karlin, Levine, Goldberg & Jaslow, LLP, 1065 Avenue of the Americas, New York, NY 10036, unless another date or place is agreed to in writing by the Merging Entities and the Company. Subject to the provisions of this Agreement, a certificate of merger (the "Certificate of Merger") shall be duly prepared and executed in accordance with the laws of New York and simultaneously with or as soon as practicable following the Closing shall be delivered to the Secretary of State of the State of New York for filing. The Merger shall become effective upon the date and time of the filing of the Certificate of Merger with the Secretary of State of the State of New York. The Company shall make such filings as are necessary in the jurisdictions of formation of each Merging Entity as required by required by the applicable law of such jurisdictions.

Section 1.3 Effects of Merger

(a) **At the Effective Time:** The Merger shall have the effects set forth in this Agreement and the Business Corporation Law of the State of New York. The separate existence of each Merging Entity shall cease and the Merging Entities shall be merged with and into the Company and the articles of incorporation and bylaws of the Company in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws of the Company until amended in accordance with the terms thereof and in accordance with applicable law, shall continue in existence and shall, without other transfer, succeed to and possess all the rights, privileges, immunities, powers and purposes of each of the Merging Entities.

(b) All the property, real and personal including subscriptions for shares, causes of action and every other asset of any kind, nature or description including but not limited to accounts receivable, inventory, intellectual property, machinery, equipment, and leasehold interest of each of the Merging Entities shall vest in the Company as the surviving corporation without further act or deed, except that if the Company shall at any time deem it desirable that any further assignment or assurance shall be given to fully accomplish the purposes of this merger, the directors and officers of any Merging Entity shall do all things necessary, including the execution of any and all relevant documents, to properly effectuate the merger.

(c) The Company shall assume and be liable for all the liabilities, obligations and penalties of each of the Merging Entities. No liability or obligation due or to become due, claim or demand for any cause existing against the Merging Entities, or any shareholder, officer, member or director thereof, shall be released or impaired by such merger. No action or proceeding, civil or criminal, then pending by or against any Merging Entity or any shareholder, officer, member or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Member may be substituted in such action in place of any Merging Entity.

Section 1.4 Abandonment of Merger. If, at any time prior to the effective date hereof, events or circumstances occur, which in the opinion of a majority of the board of directors of the Company or any Merging Entity renders it inadvisable to consummate the merger, this plan of merger shall not become effective even though previously adopted by the shareholders or Members of the Merging Entities and the Company. The filing of the Certificate of Merger shall conclusively establish that no action to terminate this plan has been taken by the board of directors or Managing Member of any Merging Entity or the Company.

Section 1.5 Directors and Officers. The directors and the officers of the Company immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, and shall hold office in accordance with the articles of incorporation and bylaws of the Surviving Corporation, in each case until their respective successors are duly elected or appointed.

ARTICLE II CONVERSIONS OF SECURITIES

Section 2.1 Conversion of Capital Stock. As of the Effective Time by virtue of the Merger and without any action on the part of the Merging Entities or the holder of any shares of common capital stock of the Merging Entities:

(a) **Capital Common Stock.** Each issued and outstanding share of the common capital stock of each Merging Entity shall be converted into and become fully paid and nonassessable shares of capital common stock, no par value, of the Company at the conversion rates set forth on Schedule A hereto.

(b) **Cancellation of Treasury Stock.** All shares of capital common stock that are owned by the any Merging Entity as treasury stock shall be canceled and retired and shall cease to exist and no stock or Company or other consideration shall be delivered in exchange therefor.

Section 2.2 Exchange of Certificates

(a) **Exchange Agent.** As of the Effective Time, each shareholder of capital common stock of the Merging Entities shall deposit with Platzer, Swergold, Karlin, Levine, Goldberg & Jaslow, LLP ("Platzer"), for the benefit of the holders of shares of common capital Stock, for exchange in accordance with this Article II, through Platzer, certificates representing the shares of capital common stock issuable pursuant to this Article II in exchange for the shares of Company Stock.

(b) **Exchange Procedures.** As soon as reasonably practicable after the Effective Time, the Exchange Agent shall deliver to each holder of record of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of capital common stock of the Merging Entities (each a "Certificate" and collectively, the "Certificates") whose

shares were converted pursuant to this Article II into the right to receive shares of the Company capital common stock, a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of (1) the Certificates or (2) a lost certificate affidavit in from satisfactory to the Exchange Agent and (3) instructions for use in effecting the surrender of the Certificates or affidavits in exchange for certificates representing shares of Company capital common stock. Upon surrender of a Certificate for cancellation to the Exchange Agent or to such other agent or agents reasonably acceptable to the Company as may be appointed by Hal Katz, together with such letter of transmittal, duly executed, and such other documents as may be reasonably required by the Exchange Agent, the holder of such Certificate shall be entitled to receive in exchange thereof (x) a certificate representing that number of shares of Company capital common stock which such holder has the right to receive, pursuant to the provisions of this Article II and the Certificate to surrendered shall immediately be canceled. In the event of a transfer of ownership of Company Stock which is not registered in the transfer records of the Company, a certificate representing the proper number of shares of Common Stock may be issued to a transferee if the Certificate representing such Company Stock is presented to the Exchange Agent, accompanied by all documents required to evidence and effect such transfer and by evidence that any applicable stock transfer taxes have been paid. Until surrendered as contemplated by this Article II, each Certificate shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the certificate representing shares of Parent Common Stock and cash in lieu of any fractional shares of Common Stock.

(c) **No Further Ownership Rights in Company Stock.** All shares of capital common stock issued upon the surrender for exchange of shares of Company Stock in accordance with the terms hereof (including any cash paid pursuant to paragraph (c) or (e) shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Company Stock. If after the Effective Time, Certificates are presented to the Company for any reason, they shall be canceled and exchanged as provided in this Article II.

(d) **No Liability.** Neither Platzner, Swergold, Karlin, Levine, Goldberg & Jaslow, LLP nor the Company shall be liable to any holder of shares of Company Stock or Common Stock, as the case may be, for such shares (or dividends or distributions with respect thereto) delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

ARTICLE III MISCELLANEOUS

Section 3.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed), sent by nationally-recognized, overnight courier or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) When a reference is made in this Agreement to a section, such reference shall be to a Section of this Agreement unless otherwise indicated. The table of contents and headlines contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation." The phrase "made payable" in this Agreement shall mean that the information referred to has been made available if requested by the party to whom such information is to be made available. The phrases "the date of this Agreement", "the date hereof", and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date first above written. The phrase "to the knowledge" of a person, and terms of similar import, shall mean both the actual knowledge of a person or its executives officers and what such person or its officers should have known after reasonable investigation. The term "person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentally thereof.

Section 3.1 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Section 3.3 Entire Agreement; No Third Party Beneficiaries. This Agreement (including the Confidentiality Agreement and other documents and the instruments referred to herein) (a) constitute the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and (b) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

Section 3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed therein, without giving effect to laws that might otherwise govern under applicable principles of conflicts of law, provided that any matter relating to the mechanics and legal consequences of the Merger shall be governed by New York State law.

Section 3.5 Jurisdiction. Except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Eastern District of New York or any other New York State court sitting in New York City and each of the parties hereby consents to the jurisdiction of such courts (and the appropriate appellate courts therefrom) in any such suit, action proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is

brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

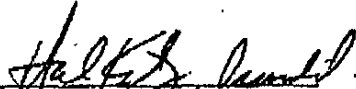
Section 3.6 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

Section 3.7 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any provision of this Agreement would be held in any jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

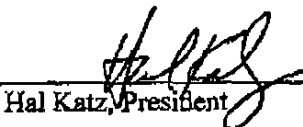
(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers duly authorized as of the date first written above.

Nature's Best, Inc.

By: 
Hal Katz, President

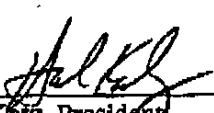
Nature's Dynamics of Arizona, Inc

By: 
Hal Katz, President

Dynamic Nutrition

By: 
Hal Katz, President

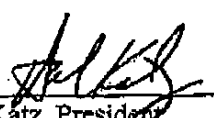
Dynamic Nutrition of Florida, Inc..

By: 
Hal Katz, President

Dynamic Nutrition of Georgia, Inc

By: 
Hal Katz, President

Dynamic Nutrition of Houston, Inc.

By: 
Hal Katz, President

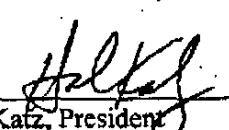
Dynamic Nutrition of Illinois, Inc.

By: 
Hal Katz, President

Dynamic Nutrition of New England, Inc.

By: 
Hal Katz, President


Dynamic Nutrition of Maryland, Inc.

By: 
Hal Katz, President

Dynamic Nutrition of San Francisco, Inc.

By: 
Hal Katz, President

Dynamic Nutrition of Texas, Inc.

By: 
Hal Katz, President

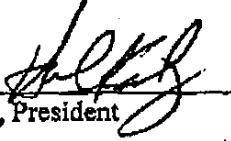
Dynamic Nutrition of New York, LLC,

By: 
Hal Katz, Managing Member

Van Horn Technologies, Inc.

By: 
Hal Katz, Managing Member

Windswept Equity Partners, Inc.

By: 
Hal Katz, President

SCHEDULE A

One (1) share of capital common stock of each of the Merging Entities will be exchanged for the number of shares of common capital stock of Windswept Equity Partners, Inc. as follows:

Merging Entities	Windswept Share Conversion
Nature's Best, Inc.	0.46667
Dynamic Nutrition	0.88880
Dynamic Nutrition of Florida, Inc.	0.66666
Dynamic Nutrition of Illinois, Inc.	0.07778
Dynamic Nutrition of Georgia, Inc.	0.04445
Dynamic Nutrition of Texas, Inc.	0.04445
Dynamic Nutrition of Maryland, Inc.	0.55556
Dynamic Nutrition of Houston, Inc..	0.02222
Dynamic Nutrition of New England, Inc.	0.44445
Dynamic Nutrition of San Francisco, Inc.	0.02222
Nature's Dynamics of Arizona, Inc.	0.01111
Dynamic Nutrition of New York, LLC	0.01111
Van Horn Technologies, Inc.	0.04444