

## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (“**Plan of Merger**”) made as of this 12<sup>th</sup> day of September, 2014, is by and between Harvey Westbury Corp., a Nevada corporation (“**HVYW-NV**”), and Harvey Westbury Corp., a Wyoming corporation (“**HVYW-WY**”). HVYW-NV and HVYW-WY are sometimes referred to hereinafter as the “**Constituent Corporations**.”

### **RECITALS**

A. The authorized capital stock of HVYW-NV consists of the following: 975,000,000 shares of common stock, \$.0001 par value per share (the “**Common Stock**”) of which 173,114,761 shares are currently issued and outstanding, 4,000,000 shares of Series A Convertible Preferred Stock, \$.0001 par value per share (the “**Series A Preferred Stock**”) of which 4,000,000 shares are currently issued and outstanding, 4,000,000 shares of Series B Convertible Preferred Stock, \$.0001 par value per share (the “**Series B Preferred Stock**”) of which 4,000,000 shares are currently issued and outstanding, and 2,000,000 shares of undesignated preferred stock, \$.0001 par value per share (the “**Blank Check Preferred Stock**”) none of which is currently issued and outstanding.

B. Upon completion of the merger contemplated hereby, the authorized capital stock of HVYW-WY will consist of the following: 21,983,960,000 shares of common stock, \$.00001 par value per share, of which 173,114,761 shares will be issued and outstanding, 4,000,000 shares of Series A Convertible Preferred Stock, \$.00001 par value per share, of which 4,000,000 shares will be issued and outstanding, 4,000,000 shares of Series B Convertible Preferred Stock, \$.00001 par value per share, of which 4,000,000 shares will be issued and outstanding, 40,000 shares of Series C Convertible Preferred Stock, \$.00001 par value per share, of which no shares will be issued and outstanding, and 8,000,000 shares of Series D Convertible Preferred Stock, \$.00001 par value per share, of which no shares will be issued and outstanding.

C. The directors of the Constituent Corporations deem it advisable and to the advantage of such corporations that HVYW-NV merge with and into HVYW-WY upon the terms and conditions herein provided.

D. The parties intend that the merger contemplated hereby shall be a tax free reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, the parties hereby adopt the plan of merger encompassed by this Plan of Merger and, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree that HVYW-NV shall merge with and into HVYW-WY on the following terms and conditions:

### **ARTICLE 1.** **TERMS AND CONDITIONS OF THE MERGER**

1.1 Merger. As soon as practicable following the fulfillment (or waiver, to the extent permitted herein) of the conditions specified herein, HVYW-NV shall be merged with and into HVYW-WY (the “**Merger**”), and HVYW-WY shall survive the Merger.

1.2 Effective Date. The Merger shall be effective upon the filing of Articles of Merger, together with a copy of this Plan of Merger, with the Nevada Secretary of State, and the filing of Articles of Merger with the Wyoming Secretary of State, as provided by the Nevada Revised Statutes and the Wyoming Business Corporation Act (the “**Effective Date**”).

1.3 Surviving Corporation. On the Effective Date, HVYW-WY, as the surviving corporation (the “**Surviving Corporation**”), shall continue its corporate existence under the laws of the State of Wyoming and shall succeed to all of the rights, privileges, powers, and property of HVYW-NV in the manner of and as more fully set forth in Section 17-16-1107 of the Wyoming Business Corporation Act, and the separate corporate existence of HVYW-NV, except insofar as it may be continued by operation of law, shall cease and be terminated.

1.4 Capital Stock of HVYW-NV and HVYW-WY. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders:

(a) Each share of Common Stock of HVYW-NV issued and outstanding immediately prior to the Effective Date shall be changed and converted into one fully paid and nonassessable share of the common stock, par value \$.00001 per share, of HVYW-WY (“**HVYW-WY Common Stock**”);

(b) Each share of Series A Preferred Stock of HVYW-NV issued and outstanding immediately prior to the Effective Date shall be changed and converted into one fully paid and nonassessable share of Series A Convertible Preferred Stock, par value \$.00001 per share, of HVYW-WY (“**HVYW-WY Series A Preferred Stock**”);

(c) Each share of Series B Preferred Stock of HVYW-NV issued and outstanding immediately prior to the Effective Date shall be changed and converted into one fully paid and nonassessable share of Series B Convertible Preferred Stock, par value \$.00001 per share, of HVYW-WY (“**HVYW-WY Series B Preferred Stock**”); and

(d) Each share of common stock, par value \$.00001 per share, of HVYW-WY issued and outstanding immediately prior to the Effective Date (100 shares held by HVYW-NV) shall be canceled and returned to the status of authorized but unissued HVYW-WY Common Stock.

1.5 Stock Certificates. On and after the Effective Date, all of the outstanding certificates that, prior to that time, represented shares of the capital stock of HVYW-NV shall be deemed for all purposes to evidence ownership and to represent an equal number of shares of the capital stock of HVYW-WY and shall be so registered on the books and records of HVYW-WY or its transfer agent. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to HVYW-WY or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividend or other distributions upon, the shares of HVYW-WY evidenced by such outstanding certificate as above provided. After the Effective Date, whenever certificates which formerly represented shares of HVYW-NV are presented for transfer or conversion, the Surviving Corporation will cause to be issued in respect thereof a

certificate or certificates representing the appropriate number of shares of the capital stock of HVYW-WY in accordance with Section 1.4 above.

1.6 Stock Options and Warrants. Upon the Effective Date, each outstanding option or warrant to purchase shares of Common Stock of HVYW-NV shall, by virtue of the Merger and without any action on the part of the holder thereof, become an option or warrant to purchase, upon the same terms and conditions, the number of shares of HVYW-WY Common Stock which is equal to the number of shares of Common Stock of HVYW-NV which the optionee would have received had such optionee exercised his or her option or right in full immediately prior to the Effective Date (whether or not such option or right was then exercisable). The exercise price per share under each of such options or warrants shall be equal to the exercise price per share thereunder immediately prior to the Effective Date.

1.7 Convertible Securities. Upon the Effective Date, each outstanding security convertible or exchangeable into shares of Common Stock of HVYW-NV shall, by virtue of the Merger and without any action on the part of the holder thereof, become a security convertible or exchangeable, upon the same terms and conditions, the number of shares of HVYW-WY Common Stock which is equal to the number of shares of Common Stock of HVYW-NV which the holder would have received had such holder converted or exchanged such holder's security in full immediately prior to the Effective Date (whether or not such security was then convertible or exchangeable). The conversion or exchange price per share of such convertible or exchangeable security shall be equal to the conversion or exchange price per share thereunder immediately prior to the Effective Date.

1.8 Other Employee Benefit Plans. HVYW-WY will assume all of the obligations of HVYW-NV under any and all employee benefit plans in effect as of the Effective Date or with respect to which employee rights or accrued benefits are outstanding as of the Effective Date.

## **ARTICLE 2.**

### **CHARTER DOCUMENTS, DIRECTORS AND OFFICERS**

2.1 Articles of Incorporation. On the Effective Date, the Articles of Incorporation of HVYW-WY will be the Articles of Incorporation of the Surviving Corporation without change or amendment until duly amended in accordance with the provisions thereof and applicable law.

2.2 ByLaws. The Bylaws of HVYW-WY in effect on the Effective Date shall continue to be the Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.

2.3 Directors. The directors of HVYW-NV immediately preceding the Effective Date shall continue to be the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms or until their successors are duly elected and qualified.

2.4 Officers. The officers of HVYW-NV immediately preceding the Effective Date shall continue to be the officers of the Surviving Corporation on and after the Effective Date to serve until their successors are duly elected and qualified.

**ARTICLE 3.**  
**MISCELLANEOUS**

3.1 Further Assurances. From time to time and when required by the Surviving Corporation or by its successors and assigns there shall be executed and delivered on behalf of HVYW-NV such deeds and other instruments and there shall be taken or caused to be taken by it such further and other action as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of HVYW-NV and otherwise to carry out the purposes of this Plan of Merger and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of HVYW-NV or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time prior to the Effective Date, this Plan of Merger may be amended in any manner as may be determined in the judgment of the respective Boards of Directors of HVYW-NV and HVYW-WY to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Plan of Merger; provided, however, that an amendment made subsequent to the adoption and approval of this Plan of Merger by the shareholders of any Constituent Corporation shall not do any of the following: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation; (2) alter or change any term of the certificate of incorporation of the Surviving Corporation to be effected by the Merger; or (3) alter or change any of the terms and conditions of this Plan of Merger if such alteration or change would adversely affect the holders of any class or series thereof of such Constituent Corporation.

3.3 Conditions of Merger. The respective obligations of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) This Plan of Merger shall have been approved by the stockholders of HVYW-NV in accordance with the Nevada Revised Statutes;

(b) HVYW-NV, as sole shareholder of HVYW-WY, shall have approved this Plan of Merger in accordance with the Wyoming Business Corporation Act; and

(c) Any and all consents, permits, authorizations, approvals and orders deemed in the sole discretion of HVYW-NV to be material to consummation of the Merger shall have been obtained.

3.4 Abandonment or Deferral. At any time before the date of filing, this Plan of Merger may be terminated and the Merger may be abandoned by the Board of Directors of either or both of the Constituent Corporations notwithstanding the approval of this Plan of Merger by the stockholders of HVYW-NV, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of the Constituent

Corporations, such action would be in the best interest of such Corporations. This Plan of Merger may be terminated at any time by the Board of Directors of HVYW-NV in the event that the number of shares as to which stockholders have properly exercised their rights under Section 92A.300 through Section 92A.500 of the Nevada Revised Statutes is such that it is impracticable, in the sole judgment and discretion of such Board of Directors, to proceed with the consummation of the Merger. In the event of termination of this Plan of Merger, this Plan of Merger shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto, except that HVYW-NV shall pay all expenses of the Constituent Corporations incurred in connection with the Merger.

3.5 Counterparts. In order to facilitate the filing and recording of this Plan of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Plan of Merger, having first been duly approved by the Boards of Directors of HVYW-NV and HVYW-WY, is hereby executed on behalf of each of such corporations and attested by their respective officers thereunto duly authorized.

**HARVEY WESTBURY CORP.,  
a Nevada corporation**

By /s/ Eugene Chiamonte, Jr.  
Eugene Chiamonte, Jr.  
President

**HARVEY WESTBURY CORP.,  
a Wyoming corporation**

By /s/ Eugene Chiamonte, Jr.  
Eugene Chiamonte, Jr.  
President