

V360694

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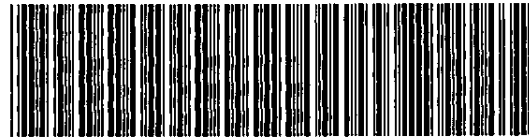
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 AUG - 3 PM 3:10

Menger/CC
@ 8/4/11

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CALIFORNIA GRAPES INTERNATIONAL, 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:

SAMUEL WHITLEY

Contact Person

WHITLEY LLP ATTORNEYS AT LAW

Firm/Company

11767 KATY FREEWAY, SUITE 425

Address

HOUSTON, TX 77079

City/State and Zip Code

SWHITLEY@WHITLEY-LLP.COM

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

For further information concerning this matter, please call:

SAMUEL WHITLEY

Name of Contact Person

At (281)

206-0433

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)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

11 AUG -3 PM 3:10

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>California Grapes International, Inc.</u>	<u>NEVADA</u>	<u>20110367554-04</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>China Food Services, Corp.</u>	<u>FLORIDA</u>	<u>V36694</u>
<u>California Grapes International, Inc.</u>	<u>NEVADA</u>	<u>20110367554-04</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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 08/02/2011 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 07/24/2011.

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

(Attach additional sheets if necessary)

**PLAN OF MERGER
BY WHICH
CHINA FOOD SERVICES, CORP.
(A FLORIDA CORPORATION)
SHALL MERGE
CALIFORNIA GRAPES INTERNATIONAL, INC.
(A NEVADA CORPORATION)**

**PLAN OF MERGER
BY WHICH
China Food Services, Corp.
(A FLORIDA CORPORATION)
SHALL MERGE
California Grapes International, Inc.
(A NEVADA CORPORATION)**

This Plan of Merger (the "Agreement" or "Plan of Merger") is made and dated as of this 1st day of June, 2011, and is intended to supersede all previous oral or written agreements, if any, between the parties, with respect to its subject matter. This Agreement anticipates that extensive due diligence shall have been performed by both parties. All due diligence shall have been completed by the Parties no later than June 15, 2011.

I. RECITALS

1. The Parties to this Agreement:

(1.1) China Food Services, Corp. ("GDHI"), a Florida corporation.

(1.2) California Grapes International, Corp. ("CGI") a Nevada corporation.

(1.3) Frank Yglesias ("Yglesias"), an individual resident of the State of Florida.

2. The Capital of the Parties:

(2.1) The Capital of GDHI consists of 200,000,000 authorized shares of Preferred Stock, of which 100,000,000 shares issued and outstanding, which are planned to reverse split one hundred for one (100 to 1) yielding an aggregate issued and outstanding shares total of 200,000 and 5,000,000,000 authorized shares of Common Stock, par value \$.001, of which 3,753,835,442 shares issued and outstanding, which are planned to reverse split one thousand for one (1,000 to 1) yielding an aggregate issued and outstanding shares total of 3,753,836.

(2.2) The Capital of CGI consists of \$_____ in registered capital, which for the purposes of this Agreement, is referred to as "common stock" or "capital stock".

(2.3) The Capital of Yglesias owns / controls 71,000,000 shares of Preferred Stock of GDHI, representing approximately 71% of the issued and outstanding shares of Preferred Stock of CGI.

3. Transaction Descriptive Summary: GDHI desires to merge CGI and the shareholders of CGI (the "CGI Shareholders") desire that CGI be merged by GDHI. GDHI would acquire 100% of the capital stock of CGI in exchange for the issuance by GDHI of 100,000,000 (pre-split) new shares of Preferred Stock to CGI, which will give CGI a 'controlling interest' in GDHI representing approximately 50% of then issued and outstanding shares of Common Stock. The transaction will not immediately close but shall be conditioned upon:

1. The issuance of 100,000,000 new shares of Preferred Stock of GDHI to the CGI shareholders, place in book value from the Transfer Agent.
2. The resignation of Mr. Gao and Mr. Hua from as GDHI Officers, and appointment of there successor(s) as designated by CGI and/or the CGI Shareholders and Frank Yglesias.

3. The parties intend that the transactions qualify and meet the Internal Revenue Code requirements for a tax-free reorganization, in which there is no corporate gain or loss recognized by the parties, with reference to Internal Revenue Code (IRC) sections 354 and 368.

In addition, the parties agree to take the following actions subsequent to Closing:

1. GDHI new Board of Director structure will be as following:
 - a. Frank Yglesias Chairman of the Board
 - b. Jeffery Crittenden Secretary of the Board
 - c. Jeffery Wieser Treasurer of the Board
 - d. Brian Bumgarner Voting Board Member
 - e. Jack Hua Non-Voting Board Member "Chinese F&B Consultant"
 - f. Amy Non-Voting Board Member "Marketing Consultant"
2. GDHI new Board of Directors; will take all steps to redomicile the Florida Corporation to the State of Nevada.
4. **"Pinksheets - Other OTC" quotation market compliance.** GDHI will make all appropriate shareholder notifications in connection with the acquisition, including the change of control and elimination of the remaining liabilities, and GDHI shall cause the same to be filed with the "Pinksheets - Other OTC" quotation market, if deemed applicable.
5. **Florida compliance.** Articles of Merger are required to be filed by Florida law as the last act to make the plan of merger final and effective under Florida law.
6. **Re-domiciling of Corporation.** Once the merger is complete the Board of Directors will approve a board resolution to re-domicile the Florida corporation to Nevada and dissolve the Florida Corporation under Florida law.

II. PLAN OF MERGER

1. Conditions Precedent to Closing.

The obligation of the parties to consummate the transactions contemplated herein are subject to the fulfillment or waiver prior to the closing of the following conditions precedent:

(1.1) Shareholder Approval. CGI and GDHI shall have secured their shareholders approvals for this transaction, if required, in accordance with the laws of its place of incorporation and its constituent documents.

(1.2) Board of Directors. The Boards of Directors of each of CGI and GDHI shall have approved the transaction and this agreement, in accordance with the laws of its place of incorporation and its constituent documents.

(1.3) Due Diligence Investigation. Each party shall have furnished to the other party all corporate and financial information which is customary and reasonable, to conduct its respective due diligence, normal for this kind of transaction. If either party determines that there is a reason not to complete the Plan of Merger as a result of their due diligence examination, then they must give written notice to the other party prior to the expiration of the due diligence examination period. The due diligence period, for purposes of this paragraph, shall have expired on June 2, 2011. The Closing Date shall be three days after the satisfaction or waiver of all of the conditions precedent to closing set forth in this Plan of Merger, unless extended to a later date by mutual agreement of the parties.

(1.4) The rights of dissenting shareholders, if any, of each party shall have been satisfied and the Board of Directors of each party shall have determined to proceed with the PLAN OF MERGER. As an express condition precedent to Closing.

(1.5) All of the terms, covenants and conditions of the PLAN OF MERGER to be complied with or performed by each party before Closing shall have been complied with, performed or waived in writing.

(1.6) The representations and warranties of the parties, contained in the Plan of merger, as herein contemplated, except as amended, altered or waived by the parties in writing, shall be true and correct in all material respects at the Closing Date with the same force and effect as if such representations and warranties are made at and as of such time; and each party shall provide the other with a certificate, certified either individually or by an officer, dated the Closing Date, to the effect, that all conditions precedent have been met, and that all representations and warranties of such party are true and correct as of that date. The form and substance of each party's certification shall be in form reasonably satisfactory to the other.

(1.7) Certification of Yglesias and GDHI. It shall be a condition precedent to the obligation of California Grapes International and the California Grapes International Shareholders to consummate the transactions contemplated herein that a certification of Yglesias, signed in his individual capacity, and substantially similar to the following form be delivered to California Grapes International on the date of execution:

- (i) GDHI is a corporation duly organized and validly existing under the laws of the State of Florida and has all requisite corporate power to own, operate and lease its properties and assets and to carry on its business.
- (ii) The authorized capitalization and the number of issued and outstanding capital shares of GDHI are accurately and completely set forth in the Plan of Merger.
- (iii) The issued and outstanding shares of GDHI (including 100,000,000 (pre-split) new investment shares of Preferred Stock of GDHI to be issued to the California Grapes International Shareholders) have been duly authorized and validly issued and are fully paid and non-assessable.
- (iv) GDHI has the full right, power and authority to sell, transfer and deliver the 100,000,000 (pre-split) new investment shares of Preferred Stock of GDHI to the California Grapes International Shareholders, and, upon delivery of the certificates representing such shares as contemplated in the Plan of Merger, will transfer to the California Grapes International Shareholders good, valid and marketable title thereto, free and clear of all liens.
- (v) GDHI has taken all steps in connection with the Plan of Merger, the reverse-split in the authorized share capital of Common Stock to 5,000,000, which are necessary to comply in all material respects with the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as well as the rules and regulations promulgated pursuant thereto.
- (vi) GDHI has taken all steps in connection with the Plan of Merger and the issuance of 100,000,000 (pre-split) new investment shares of Preferred Stock of GDHI, which are necessary to comply in all material respects with the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as well as the rules and regulations promulgated pursuant thereto.
- (vii) GDHI confirms that the New Board of Directors will issue 500,000,000 share of Common Shares delivered to an Escrow Agent for the benefit of a third party investor pursuant to a separate purchase agreement, and retained and controls no more than 8% of the common shares of GDHI as an investment.

(1.8) Delivery of Closing Documents. It shall be a condition precedent to Closing that Yglesias deliver physical copies of:

- (i) A certificate of good standing for GDHI from the State of Florida of recent date acceptable to California Grapes International.
- (ii) A certified copy of GDHI Articles evidencing the reverse-split in authorized capital as contemplated in this Plan of Merger.
- (iii) An executed copy of a consent of the majority shareholders of GDHI approving the Plan of Merger and approving the appointment of California Grapes International's nominees to the board of directors of GDHI.
- (iv) An executed copy of a resolution by the Board of Directors of GDHI approving the Plan of Merger and approving the appointment of California Grapes International's nominees as executive officers of GDHI.
- (v) An executed resignation of all members of the Board of Directors and Executives of GDHI, except for Mr. Yglesias which will remain as Chairman of the Board and.
- (vi) A certified shareholder list of GDHI signed by Guardian Registrar & Transfer, Inc.

2. Conditions Concurrent and Subsequent to Closing.

(2.1) Delivery of Registered Capital of California Grapes International, Inc. Immediately upon or within 30 days from the date of Closing, GDHI shall own 100% of the beneficial interest of California Grapes International, Inc.

(2.2) Acquisition Share Issuance. Immediately upon the Closing, GDHI shall issue to the CGI Shareholders 100,000,000 (pre-split) new investment shares of Preferred Stock of GDHI in exchange for 100% of the capital stock of CGI. As Follows:

- Jeffrey Crittenden 54,000,000
- Jeffrey Wieser 31,000,000
- Brian Bumgarner 15,000,000

(2.3) Reverse Split of Common Stock and Preferred Stock. Immediately subsequent to the Closing, GDHI will begin the steps to complete the reverse split of Common and preferred Stock by one thousand for one of common (1,000:1) and one hundred for one of preferred (100:1)

3. Plan of Merger

(3.1) Merger and Reorganization: GDHI and CGI shall be hereby reorganized, such that GDHI shall acquire 100% of the capital stock of CGI.

(3.2) Issuance of Preferred Stock: Within 60 days after the effective date of the Plan, GDHI shall issue 100,000,000 (pre-split) new investment shares of Preferred Stock of GDHI to or for the CGI Shareholders.

(3.3) Closing/Effective Date: The PLAN OF MERGER shall become effective immediately upon approval and adoption by the parties hereto, in the manner provided by the law of the places of incorporation and constituent corporate documents, and upon compliance with governmental filing requirements, such as, without limitation, the filing of Articles of Merger, if applicable under State Law. Closing shall occur when all conditions precedent to closing have been met or are waived by the parties. The Effective Date shall occur when all conditions of the Plan of Merger have been met or waived by the parties.

(3.4) Surviving Corporations: Both corporations shall survive the merger and reorganization herein contemplated and shall continue to be governed by the laws of its respective jurisdiction of incorporation.

(3.5) Rights of Dissenting Shareholders: Subsequent to Closing each Party is the entity responsible for the rights of its own dissenting shareholders, if any.

(3.6) Service of Process and Address: Each corporation shall continue to be amenable to service of process in its own jurisdiction, exactly as before this acquisition. The address of GDHI is 1200 Brickell Ave, Suite 1950 Miami, FL 33131. The address of CGI 11191 Brittany Lane Dublin, CA 94568 USA.

(3.7) Surviving Articles of Incorporation: the Articles of Incorporation of each Corporation shall remain in full force and effect, unchanged.

(3.8) Surviving By-Laws: the By-Laws of each Corporation shall remain in full force and effect, unchanged.

(3.9) Further Assurance, Good Faith and Fair Dealing: the Directors of each Company shall and will execute and deliver any and all necessary documents, acknowledgments and assurances and do all things proper to confirm or acknowledge any and all rights, titles and interests created or confirmed herein; and both companies covenant expressly hereby to deal fairly and in good faith with each other and each others shareholders. In furtherance of the parties desire, as so expressed, and to encourage timely, effective and businesslike resolution the parties agree that any dispute arising between them, capable of resolution by arbitration, shall be submitted to binding arbitration. As a further incentive to private resolution of any dispute, the parties agree that each party shall bear its own costs of dispute resolution and shall not recover such costs from any other party.

(3.10) General Mutual Representations and Warranties. The purpose and general import of the Mutual Representations and Warranties, are that each party has made appropriate full disclosure to the others, that no material information has been withheld, and that the information exchanged is accurate, true and correct. These warranties and representations are made by each party to the other, unless otherwise provided in this agreement, and they speak and shall be true immediately before Closing.

(3.10.1) Organization and Qualification. Each corporation is duly organized and in good standing, and is duly qualified to conduct any business it may be conducting, as required by law or local ordinance.

(3.10.2) Corporate Authority. Each corporation has corporate authority, under the laws of its jurisdiction and its constituent documents, to do each and every element of performance to which it has agreed, and which is reasonably necessary, appropriate and lawful, to carry out this Agreement in good faith.

(3.10.3) Ownership of Assets and Property. Each corporation has lawful title and ownership of it property as reported to the other, and as disclosed in its financial statements.

(3.10.4) Absence of Certain Changes or Events. Each corporation has not had any material changes of circumstances or events which have not been fully disclosed to the other party, and which, if different than previously disclosed in writing, have been disclosed in writing as currently as is reasonably practicable. Specifically, and without limitation:

(3.10.4-a) The business of each corporation shall be conducted only in the ordinary and usual course and consistent with its past practice, and neither party shall purchase or sell (or enter into any agreement to so purchase or sell) any properties or assets or make any other changes in its operations, respectively, taken as a whole, or provide for the issuance of, agreement to issue or grant of options to acquire any shares, whether common, redeemable common or convertible preferred, in connection therewith;

(3.10.4-b) Except as set forth in this Plan of Merger, neither corporation shall (i) amend its Articles of Incorporation or By-Laws, (ii) change the number of authorized or outstanding shares of its capital stock, or (iii) declare, set aside or pay any dividend or other distribution or payment in cash, stock or property to the extent that which might contradict or not comply with any clause or condition set forth in this Plan of Merger, LOI or Escrow Agreement;

(3.10.4-c) Neither corporation shall (i) issue, grant or pledge or agree or propose to issue, grant, sell or pledge any shares of, or rights of any kind to acquire any shares of, its capital stock, (ii) incur any indebtedness other than in the ordinary course of business, (iii) acquire directly or indirectly by redemption or otherwise any shares of its capital stock of any class or (iv) enter into or modify any contact, agreement, commitment or arrangement with respect to any of the foregoing;

(3.10.4-d) Except in the ordinary course of business, neither party shall (i) increase the compensation payable or to become payable by it to any of its officers or directors; (ii) make any payment or provision with respect to any bonus, profit sharing, stock option, stock purchase, employee stock ownership, pension, retirement, deferred compensation, employment or other payment plan, agreement or arrangement for the benefit of its employees (iii) grant any stock options or stock appreciation rights or permit the exercise of any stock appreciation right where the exercise of such right is subject to its discretion (iv) make any change in the compensation to be received by any of its officers; or adopt, or amend to increase compensation or benefits payable under, any collective bargaining, bonus, profit sharing, compensation, stock option, pension, retirement, deferred

compensation, employment, termination or severance or other plan, agreement, trust, fund or arrangement for the benefit of employees, (v) enter into any agreement with respect to termination or severance pay, or any employment agreement or other contract or arrangement with any officer or director or employee, respectively, with respect to the performance or personal services that is not terminable without liability by it on thirty days notice or less, (vi) increase benefits payable under its current severance or termination, pay agreements or policies or (vii) make any loan or advance to, or enter into any written contract, lease or commitment with, any of its officers or directors;

(3.10.4-e) Neither party shall assume, guarantee, endorse or otherwise become responsible for the obligations of any other individual, firm or corporation or make any loans or advances to any individual, firm or corporation, other than obligations and liabilities expressly assumed by the other that party;

(3.10.4-f) Neither party shall make any investment of a capital nature either by purchase of stock or securities, contributions to capital, property transfers or otherwise, or by the purchase of any property or assets of any other individual, firm or corporation.

(3.10.5) Absence of Undisclosed Liabilities. Each corporation has, and has no reason to anticipate having, any material liabilities which have not been disclosed to the other, in the financial statements or otherwise in writing.

(3.10.6) Legal Compliance. Each corporation shall comply in all material respects with all Federal, state, local and other governmental (domestic or foreign) laws, statutes, ordinances, rules, regulations (including all applicable securities laws), orders, writs, injunctions, decrees, awards or other requirements of any court or other governmental or other authority applicable to each of them or their respective assets or to the conduct of their respective businesses, and use their best efforts to perform all obligations under all contracts, agreements, licenses, permits and undertaking without default.

(3.10.7) Legal Proceedings. Each corporation has no legal proceedings, administrative or regulatory proceeding, pending or suspected, which have not been fully disclosed in writing to the other.

(3.10.8) No Breach of Other Agreements. This Agreement, and the faithful performance of this agreement, will not cause any breach of any other existing agreement, or any covenant, consent decree, or undertaking by either, not disclosed to the other.

(3.10.9) Capital Stock. The issued and outstanding shares and all shares of capital stock of each corporation is as detailed herein, that all such shares are in fact issued and outstanding, duly and validly issued, were issued as and are fully paid and non-assessable shares, and that, other than as represented in writing, there are no other securities, options, warrants or rights outstanding, to acquire further shares of such corporation.

(3.10.10) Brokers' or Finder's Fees. Each corporation is not aware of any claims for brokers' fees, or finders' fees, or other commissions or fees, by any person not disclosed to the other, which would become, if valid, an obligation of either company.

(3.11) Miscellaneous Provisions

(3.11.1) Except as required by law, no party shall provide any information concerning any aspect of the transactions contemplated by this Agreement to anyone other than their respective officers, employees and representatives without the prior written consent of the other parties hereto. The aforesaid obligations shall terminate on the earlier to occur of (a) the Closing, or (b) the date by which any party is required under its articles or bylaws or as required by law, to provide specific disclosure of such transactions to its shareholders, governmental agencies or other third parties. In the event that the transaction does not close, each party will return all confidential information furnished in confidence to the other. In addition, all parties shall consult with each other concerning the timing and content of any press release or news release to be issued by any of them.

(3.11.2) This Agreement may be executed simultaneously in two or more counterpart originals. The parties can and may rely upon facsimile signatures as binding under this Agreement, however, the parties agree to forward original signatures to the other parties as soon as practicable after the facsimile signatures have been delivered.

(3.11.3) The Parties to this Agreement have no wish to engage in costly or lengthy litigation with each other. Accordingly, any and all disputes, which the parties cannot resolve by agreement or mediation, shall be submitted to binding arbitration under the rules and auspices of any competent arbitration association. As a further incentive to avoid disputes, each party shall bear its own costs, with respect thereto, and with respect to any proceedings in any court brought to enforce or overturn any arbitration award. This provision is expressly intended to discourage litigation and to encourage orderly, timely and economical resolution of any disputes, which may occur. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, U.S.A. applicable to agreements made and to be performed in that state, without regard to any of its principles of conflicts of laws or other laws, which would result in the application of the laws of another jurisdiction. This Agreement shall be construed and interpreted without regard to any presumption against the party causing this Agreement to be drafted. In the unlikely event that the parties to this Agreement do not enter into binding arbitration in connection with any action, suit or proceeding between the parties relating to this Agreement, or transactions contemplated hereby and thereby, each of the parties unconditionally and irrevocably consents to the exclusive jurisdiction of the courts of the State of Florida located in Dade County and the Federal District Court for the Southern District of Florida. Each of the parties hereto unconditionally and irrevocably waives any objection to venue in Dade County. Each of the parties hereto hereby waives its rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or the transactions contemplated hereunder-including contract claims, tort claims, breach of duty claims and all other common law or statutory claims. Each of the parties hereto hereby represents and agrees that each has reviewed this waiver and each knowingly and voluntarily waives its rights to a jury trial following consultation with legal counsel. In the event of litigation, a copy of this Agreement may be filed as a written consent to a trial by the court.

(3.11.4) If any provision of this Agreement or the application thereof to any person or situation shall be held invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or situations shall not be effected thereby but shall continue valid and enforceable to the fullest extent permitted by law.

(3.11.5) No waiver by any party of any occurrence or provision hereof shall be deemed a waiver of any other occurrence or provision.

(3.11.6) The parties acknowledge that both they and their counsel have been provided ample opportunity to review and revise this agreement and that the normal rule of construction shall not be applied to cause the resolution of any ambiguities against any party presumptively.

4. Termination. The PLAN OF EXCHANGE may be terminated by written notice, at any time prior to closing, (i) by mutual consent, or (ii) by either party during the due diligence phase. In the event that termination of the PLAN OF EXCHANGE by either or both, as provided above, the PLAN OF EXCHANGE shall forthwith become void and there shall be no liability on the part of either party or their respective officers and directors.

5. Closing. The parties hereto contemplate that the closing of this Plan of Exchange shall occur no more than three days after all of the conditions precedent have been met or waived. The closing deliveries will be made pursuant to this Agreement. In addition, within 60 days of signing the Plan of Exchange, DPWS shall issue to the Golden Dragon shareholders 40,000,000 (pre-split) new investment shares of Common Stock of DPWS, and DPWS shall acquire 100% of the capital stock of Golden Dragon.

6. Merger Clause. This Plan of Exchange constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and such document supersedes all prior understandings or agreements between the parties hereto, whether oral or written, with respect to the subject matter hereof, all of which are hereby superseded, merged and rendered null and void

IN WITNESS WHEREOF, The parties hereto, intending to be bound, hereby sign this Plan of Exchange below as of the date first written above.

China Food Services, Corp.

By: _____

Frank Yglesias, President

California Grapes International, Inc.

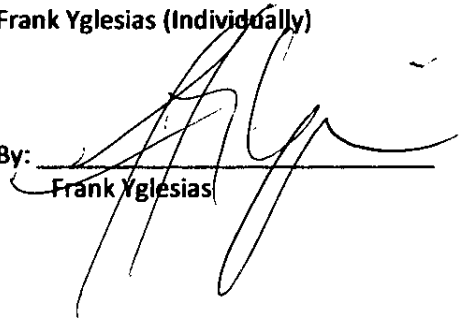
By: _____

Jeffrey Crittenden, President

Frank Yglesias (Individually)

By:

Frank Yglesias

A handwritten signature in black ink, appearing to read 'FY', is written over a horizontal line. The signature is stylized and overlaps the line.