AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") entered into this 22 day of August by and between **GUANHUASOFT GAMING CO., LTD., ("GUANHUA")** a Taiwanese corporation with principal offices located at 18-F-1, No. 530, Yingcai Road, West District, Taichung City, 403, Taiwan (R.O.C.) and **CMK GAMING INTERNATIONAL, INC., ("CMKI")** a publicly traded Colorado corporation with principal offices located at 10 W. 300 South, Suite #605. Salt Lake City, Utah 84101. Each Corporation is each sometimes referred to individually as a "*Party*" and collectively herein as the "*Parties.*"

RECITALS

WHEREAS, this Agreement contemplates a tax-free reorganization of GUANHUA with and into CMKI pursuant to the terms and conditions of Section §368(a) (1) (B) of the Internal Revenue Code;

WHEREAS, the shareholders of GUANHUA (the " GUANHUA Shareholders") own the shares of common stock of GUANHUA as set forth in Schedule 1 attached hereto and made a part hereof, and these shares constitute all of the issued and outstanding shares of GUANHUA including any options or rights to purchase shares in GUANHUA (the "GUANHUA Shares");

WHEREAS, the common shares of CMKI are listed and traded under the symbol CMKI on the NASDAQ OTC PINK SHEETS and is current in its required filings with FINRA, OTCMarkets and the Securities and Exchange Commission ("SEC");

WHEREAS, the respective Boards of Directors of both Parties have approved this transaction and deem it advisable that it be effected through an exchange (the "Exchange") of their respective Shares as more fully described in this Agreement;

WHEREAS, CMKI desires to acquire all of the outstanding GUANHUA Shares in exchange for the issuance of up to 270,000,000 newly issued shares of CMKI common stock (the "CMKI Shares"), with GUANHUA to function thereafter as a wholly owned subsidiary of CMKI.

WHEREAS, CMKI and GUANHUA desire to make certain representations, warranties, and covenants to one another in connection with this Agreement

DEFINITIONS

"GUANHUA" means GUANHUASOFT GAMING CO., LTD., a Taiwanese corporation.

"GUANHUA Shares" means the common stock, par value $0.01 per share, of GUANHUA.

"Closing Date" shall mean the date on which the deliveries and conditions to closing specified herein are met.

"CMKI" means CMK GAMING INTERNATIONAL, INC., a Colorado corporation.

"CMKI Shares" means the common stock, par value $0.0001 per share, of CMKI.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"GUANHUA Financial Statements" means the financial statements of GUANHUA set forth in the audits of GUANHUA included as Exhibits herein and made a part hereof.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

"***GAAP***" means United States generally accepted accounting principles as in effect from time to time, consistently applied.

"***Knowledge of GUANHUA***" means the actual knowledge of a person who is an officer or director of GUANHUA or any of its subsidiaries.

"***Knowledge of CMKI"*** means the actual knowledge of a person who is an officer or director of CMKI or any of its subsidiaries.

"***Leases***" means all leases, subleases, licenses, concessions and other agreements (written or oral), including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, pursuant to which a Party or any of its Subsidiaries holds any leasehold or sublease hold estate and/or other right to use or occupy any land, buildings, structures, improvements, fixtures, or other interest in real property held by a Party or any of its Subsidiaries, including the right to all security deposits and other amounts and instruments deposited by or on behalf of such Party or any of its subsidiaries thereunder.

"***Liability***" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or un-accrued, whether liquidated or un-liquidated, and whether due or to become due), including any liability for Taxes.

"***Lien***" means any mortgage, pledge, lien, encumbrance, charge, or other security interest other than (a) liens for Taxes not yet due and payable or for Taxes that the taxpayer is contesting in good faith through appropriate proceedings, (b) purchase money liens and liens securing rental payments under capital lease arrangements, and (c) other liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money.

"***Material Adverse Effect***" **or** "***Material Adverse Change***" means any effect or change that would be (or could reasonably be expected to be) materially adverse to the business, assets, condition (financial or otherwise), operating results, operations, or business prospects of a Party taken as a whole or to the ability of a Party to consummate timely the transactions contemplated hereby (regardless of whether or not such adverse effect or change can be or has been cured at the Closing of any time or whether the Party has knowledge of such effect or change on the date hereof);

provided that no adverse change, event, development, or effect arising from or relating to the following shall be deemed to constitute, and shall not be taken into account in determining whether there has been, a Material Adverse Effect or Material Adverse Change: (1) general business or economic conditions, including such conditions related to the business of a Party, (2) national or international political or social conditions, including the engagement by the United States of America in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States of America, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (3) matters relating to the financial markets, banking or the securities markets (including any suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange or NASDAQ Stock Market or any decline of either the Dow Jones Industrial Average or the Standard & Poor's Index of 500 Industrial Companies, (4) changes in GAAP, (5) changes in laws, rules, regulations, orders, or other binding directives adopted, issued or promulgated by any governmental entity or agency, and (6) the taking of any action contemplated by this Agreement and any other agreements contemplated hereby.

"***Ordinary Course of Business***" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"***Person***" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a governmental entity (or any department, agency, or political subdivision thereof).

"***SEC***" means the United States Securities and Exchange Commission.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Tax***" **or** "***Taxes***" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

"***Subsidiary***" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or

Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director or general partner of such business entity (other than a corporation). The term "*Subsidiary*" shall include all Subsidiaries of a Subsidiary.

"***Tax Return***" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

AGREMENT

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements contained herein and in reliance upon the representations and warranties hereinafter set forth, the parties agree as follows:

I. EXCHANGE:

1.01 **Exchange:** The GUANHUA Shareholders shall exchange all of their issued and outstanding GUANHUA Shares for a total of up to 270,000,000 shares of newly issued common stock of CMKI (the "CMKI Shares"), which shares shall bear the customary restrictive legend against transfer in the absence of an effective registration statement or an appropriate exemption therefrom. The total number of CMKI Shares to be issued to the GUANHUA Shareholders shall not exceed ninety (90%) percent of the total of CMKI Shares outstanding after this issuance.

1.02. **Closing**: The Closing of the transactions contemplated by this Agreement (the "Closing") shall take place on or about August 23rd, 2016 or as soon thereafter as practicable following the successful completion of the conditions to closing set forth herein, with such Closing to be held at the law offices of Thomas Cheng, Esq, in Hong Kong, China.

1.03. **Deliveries**: Upon Closing, the parties are delivering the following documents.

1.03(a) GUANHUA shall deliver to CMKI all of the GUANHUA shares described in Schedule 1 herein such that GUANHUA becomes a wholly owned subsidiary of CMKI.

1.03(b) CMKI shall deliver to GUANHUA 270,000,000 shares of CMKI Common Stock in deliverable form ("DTC"), with receipt acknowledged by GUANHUA.

1.03(c) CMKI shall deliver to GUANHUA an acknowledgement from FINRA that the forward split of CMKI's common shares on a 100 for 1 basis has been approved and is in effect.

1.03(d) CMKI shall deliver to GUANHUA the unaudited quarterly statements of CMKI for the three month period ended June 30, 2016.

1.03(e) CMKI shall deliver to GUANHUA confirmation that following the approval of the forward split, the officers, directors and control persons and their affiliates will, as a group own a total of 2,000,000 CMKI shares.

1.03(f) The Parties shall deliver such other documents, certificates and other instruments as may be specified in this Agreement or otherwise required by counsel to be delivered at the Closing or thereafter.

1.04. **Filings**: Immediately following the Closing, CMKI shall file the following documents:

1.04(a) A Current Report on Form 8-K with the U.S. Securities and Exchange Commission, reporting the transactions set forth in this Agreement together with any other such reports and filings that may be required by FINRA or OTCMarkets or as counsel believes may be appropriate to comply with all reporting requirements.

II. REPRESENTATIONS AND WARRANTIES OF GUANHUA.

GUANHUA represents and warrants to CMKI as follows, as of the date of this Agreement and the Closing Date.

2.01(a) GUANHUA is a corporation duly organized, validly existing and in good standing under the laws of Taiwan; GUANHUA has the corporate power and authority to carry on its business as presently conducted; and GUANHUA is qualified to do business in all jurisdictions where the failure to be so qualified would have a material adverse affect on its business.

2.02. Capitalization.

2.02(a) the authorized capital stock and the issued and outstanding shares of GUANHUA are as set forth on Exhibit 2.02(a). All of the issued and outstanding shares of GUANHUA are duly authorized, validly issued, fully paid and non- assessable.

2.02(b) except as set forth in Exhibit 2.02(b) there are no outstanding options, warrants, or rights to purchase any securities of GUANHUA.

2.03. **Subsidiaries and Investments**: On the closing date, GUANHUA will not own any capital stock or have any interest, directly or indirectly, in any corporation, partnership or other form of business organization, except as described in Exhibit 2.02(c) hereto.

2.04. **Financial Statements**: Financial statements of GUANHUA as of and for the two years ended December 31, 2014 and 2015, including the unaudited and unadjusted balance sheet as of December 31, 2015 and the related audited statement of operations, cash flows and changes in stockholders' equity for the two years then ended present fairly the financial condition and results of operations of GUANHUA, on a consistent basis, and are of a quality that such financial statements may be audited according to GAAP standards for any fiscal Quarters as well as any subsequent quarter or year-end in 2016. Such statements are attached hereto as Exhibit A and made a part hereof.

2.05. **No Undisclosed Liabilities**: To the knowledge of **GUANHUA**, other than as described in Exhibit 2.02(d) attached hereto, GUANHUA is not subject to any material liability or obligation of any nature, whether absolute, accrued, contingent, or otherwise and whether due or to become due, which is not reflected or reserved against in the Financial Statements, except those incurred in the normal course of business.

2.06. **Absence of Material Changes**: Since December 31, 2015, except as described in any Exhibit attached hereto or as required or permitted under this Agreement, there has not been

any redemption, purchase or other acquisition of any shares of the capital stock of GUANHUA, or any issuance of any shares of capital stock or the granting, issuance or exercise of any rights, warrants, options or commitments by GUANHUA relating to their authorized or issued capital stock.

2.07. **Litigation**: To the knowledge of GUANHUA there is no material litigation, proceeding or investigation pending or threatened against GUANHUA affecting any of its properties or assets or against any officer, director, or stockholder of GUANHUA that might result, either in any case or in the aggregate, in any material adverse change in the business, operations, affairs or condition of GUANHUA or its properties or assets, or that might call into question the validity of this Agreement, or any action taken or to be taken pursuant hereto.

2.08. **Title to Assets; Leases**: GUANHUA has good and marketable title to or a valid leasehold interest in all of its assets and properties now carried on its books including those reflected in the balance sheets contained in the Financial Statements, free and clear of all liens, claims, charges, security interests or other encumbrances, except as described in Exhibit 2.02(f) attached hereto or any other Exhibit.

2.09. **Transactions with Affiliates, Directors and Shareholders**: Except as set forth in Exhibit 2.02(g) attached hereto, there are and have been no contracts, agreements, arrangements or other transactions between GUANHUA, and any officer, director, or stockholder of GUANHUA, or any corporation or other entity controlled by the Shareholders, a member of the Shareholders' families, or any affiliate of the Shareholders.

2.10. **No Conflict**: The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in a breach of any term or provision of, or constitute a default under, the Articles of Incorporation or Bylaws of GUANHUA, or any agreement, contract or instrument to which GUANHUA is a party or by which it or any of its assets are bound.

2.11. **Disclosure**: To the actual knowledge of GUANHUA, neither this Agreement, the

Financial Statements nor any other agreement, document, certificate or written or oral statement furnished to CMKI by or on behalf of GUANHUA in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or when taken as a whole omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

2.12. **Authority**: GUANHUA has full power and authority to enter into this Agreement and to carry out the transactions contemplated herein. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, have been duly authorized and approved by the Board of Directors of GUANHUA and its shareholders and no other corporate proceedings on the part of GUANHUA are necessary to authorize and complete this Agreement and the transactions contemplated hereby.

2.13 **Finder's Fees, Investment Banking Fees**: GUANHUA has retained the services of Worldwide Capital Group, Ltd. (HK) China in such a manner as to require the payment of 10% as a Finder Fee in connection with the transactions contemplated herein.

2.14 **Absence of Certain Transfers:**
GUANHUA has not transferred any property to any of its Subsidiaries since the date of the Financial Statements.

III. REPRESENTATIONS AND WARRANTIES OF CMKI:

CMKI hereby represents and warrants to GUANHUA as follows, as of the date of this Agreement and as of the Closing Date.

3.01. Organization.

3.01(a) CMKI has provided or made available to GUANHUA and or its authorized representatives, complete and correct copies of its Colorado Articles of Incorporation as amended to date, its Bylaws as amended to date, all minutes of meetings of and actions by consent without a meeting of the Board of Directors and its shareholders which are contained in the minute book to be delivered at Closing.

3.02. **Capitalization of CMKI**. The authorized capital stock of CMKI consists of 2,000,000,000 shares of Common Stock, of which 300,000,000 shares will be outstanding at Closing. There are no other outstanding shares of any class. All outstanding shares are duly authorized, validly issued, fully paid and non-assessable.

Except as set forth in Exhibit 3.02(a) there are no outstanding options, warrants, or rights to purchase any securities of CMKI.

3.03. **Subsidiaries and Investments**: CMKI does not own any capital stock or have any interest in any corporation, partnership, or other form of business organization.

3.04. **Authority**: CMKI has full power and authority to enter into this Agreement and to carry out the transactions contemplated herein. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the exchange of the 270,000,000 CMKI Common Shares in accordance with the terms hereof, have been duly authorized and approved by its Board of Directors and no other corporate proceedings on the part of CMKI are necessary to authorize this Agreement, the transactions contemplated hereby and the exchange of CMKI common stock in accordance with the terms hereof.

3.05. **No Undisclosed Liabilities**: Other than as described in Exhibit 3.05 attached hereto, CMKI is not subject to any material liability or obligation of any nature, whether absolute, accrued, contingent, or otherwise and whether due or to become due, which is not reflected or reserved against in CMKI's Financial Statements, except those incurred in the ordinary course of business.

3.06. **Litigation**: There is no litigation, proceeding or investigation pending or to the knowledge of CMKI, threatened against it or affecting any of its properties or assets, or, to the knowledge of CMKI, against any officer, director, or stockholder that might result, either in any case or in the aggregate, in any material adverse change in the business, operations, affairs or condition of CMKI or any of its properties or assets, or that might call into question the validity of this Agreement or its ability to perform its obligations herein or any action taken or to be taken pursuant hereto.

3.07. **Title to Assets**: CMKI has good and marketable title to all of its assets and properties now carried on its books including those reflected in the balance sheet contained in its financial statements, free and clear of all liens, claims, charges, security interests or other encumbrances, except as described in the balance sheet included in its financial statements or on any Exhibits attached hereto.

3.08. **Contracts and Undertakings**: Exhibit 3.08 attached hereto contains a list of all contracts, agreements, leases, licenses, arrangements, commitments and other undertakings to which CMKI is a party or by which it or its property is bound. Each of said contracts, agreements, leases, licenses, arrangements, commitments and undertakings is valid, binding and in full force and effect. CMKI is not in material default, or alleged to be in material default, under any contract, agreement, lease, license, commitment, instrument or obligation and, to the knowledge of CMKI, no other party to any contract, agreement, lease, license, commitment, instrument or obligation to which it is a party is in default thereunder nor, to the knowledge of CMKI, does there exist any condition or event which, after notice or lapse of time or both, would contemplate a default by any party to any such contract, agreement, lease, license, commitment, instrument or obligation.

3.09. **Transactions with Affiliates, Directors and Shareholders**: Except as set forth in Exhibit 3.10 hereto, there are and have been no contracts, agreements, arrangements or other transactions between CMKI, and any officer, director, or 5% stockholder, or any corporation or other entity controlled by any such officer, director or 5% stockholder, a member of any such officer, director or 5% stockholder's family, or any affiliate of any such officer, director or 5% stockholder.

3.10. **No Conflict**: Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will conflict with or result in a breach of any term or provision of, or constitute a default under, the Certificate of Incorporation or Bylaws of CMKI, or any agreement, contract or instrument to which it is a party or by which it or any of its assets are bound.

3.11. **Disclosure**: To the knowledge of CMKI, neither this Agreement nor any other agreement, document, certificate or written or oral statement furnished to GUANHUA and the Shareholders by or on behalf of CMKI in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or when taken as a whole omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

3.12. **Financial Statements**: The financial statements of CMKI set forth for the two years ended December 31, 2015 referred to in and as Exhibit B and made a part hereof, present fairly, and its Form 10-Qs for the subsequent quarters present fairly its financial position and results of its operations and by her signature to this agreement, such signatory hereby confirms the accuracy and correctness of such statements.

3.13. **Absence of Material Changes**: Since December 2015, except as described in any Exhibit hereto or as required or permitted under this Agreement, there has not been:

3.13(a) any material change in the condition (financial or otherwise) of the properties, assets, liabilities or business of CMKI, except changes in the ordinary course of business which, individually and in the aggregate, have not been materially adverse.

3.13(b) any redemption, purchase or other acquisition of any shares of the capital stock of CMKI, or any issuance of any shares of capital stock or the granting, issuance or exercise of any rights, warrants, options or commitments by CMKI relating to its authorized or issued capital stock.

3.13I any event or circumstance with respect to CMKI or its businesses, properties, operations or financial condition, that, under applicable law, rule or regulation, required public disclosure or announcement prior to the date hereof by CMKI but which has not been so publicly announced or disclosed in its requisite SEC and other filings.

3.14 **SEC Filings:** CMKI has filed all reports, schedules, forms, statements and other documents with the SEC required to be filed under the Securities Act, and the Securities Exchange Act of 1934, including, without limitation, pursuant to §13(a) or §15(d) of the Exchange Act, for all periods ending on the date hereof, on a timely basis or timely filed a valid extension of such time of filing and filed any such reports, schedules, forms, statements and other documents for all such periods prior to the expiration of any such extension the ("*SEC Filings*").

As of their respective dates, the SEC Filings complied in all respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC promulgated thereunder, and none of the SEC Filings, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of CMKI included in the SEC Filings complied in all respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing.

Such financial statements were prepared in accordance with generally accepted accounting principles in the United States applied on a consistent basis during the periods involved ("*GAAP*"), except as may be otherwise specified in such financial statements or the notes thereto, and fairly present in all material respects the financial position of CMKI as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

3.15 **Immediate Trading:** CMKI is not aware of any action or proceeding pending or threatened by any court of competent jurisdiction, or any federal, state or local regulatory body or administrative agency that would prohibit or in any way delay or inhibit the immediate trading of the common shares of CMKI on the OTC-Pink Sheets following the consummation of the transactions described herein.

IV. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS:

All representations, warranties and covenants of the Parties contained herein shall survive the consummation of the transactions contemplated herein and remain in full force and effect.

V. CONDITIONS TO CLOSING:

- Up to 270,000,000 shares of CMKI Common Stock to be DTC'd on closing to the GUANHUA shareholders.
- Corporate approval by CMKI of the appointment to its Board of Directors of 4 new directors to its board, as shall be selected by GUANHUA.

  Receipt of approval from FINRA that CMKI's forward stock split of 100 to 1 has been approved and is in effect.

  Delivery of the unaudited quarterly statement of CMKI for the three month period ended June 30, 2016.

  The completion of the return to treasury of that number of CMKI common shares presently held beneficially and of record, by its officers, directors and control persons, both directly and indirectly, such that as a group they will own a total of 20,000 common shares prior to the split and 2,000,000 common shares as a group, following the approval of the split.

- CMKI has prepared and will file any and all of the necessary documents for all requisite federal, state or administrative regulatory filings, including the Form 8-K describing the within transactions and any other information in relation thereto.

5.01. **Conditions to Obligation of GUANHUA**: The performance of the obligations of GUANHUA under this Agreement to be performed by the closing date shall be subject to the satisfaction of the following conditions:

5.01(a) GUANHUA shall have performed in all material respects all obligations and complied in all material respects, to its actual knowledge, with all covenants and conditions required by this Agreement to be performed or complied with prior to the Closing.

5.01(b) No injunction or restraining order shall be in effect, and no action or proceeding shall have been instituted and, at what would otherwise have been the Closing, remain pending before a court to restrain or prohibit the transactions contemplated by this Agreement.

5.01(c) Unanimous consent of the shareholders and the Board of Directors of GUANHUA to the transaction described herein.

All authorizations, consents and approvals of all governments and regulatory bodies and other persons required to be obtained in order to permit consummation by GUANHUA of the transactions contemplated by this Agreement shall have been obtained.

5.02. **Conditions to Obligation of CMKI**.

5.02(a) the representations and warranties of CMKI herein contained shall be true in all material respects as of the Closing, and shall have the same effect as though made at the Closing;

5.02(b) No injunction or restraining order shall be in effect prohibiting this Agreement, and no action or proceeding shall have been instituted and, at what would otherwise have been the Closing, remain pending before the court to restrain or prohibit the transactions contemplated by this Agreement.

5.02(c) all authorizations, consents and approvals of all governments and other persons required to be obtained in order to permit consummation by CMKI of the transactions contemplated by this Agreement shall have been obtained.

5.02(d) the appointment of the 4 new directors to CMKI's board of directors will have been approved by CMKI..

VI. CERTAIN AGREEMENTS:

6.01. **Pre-Closing Covenants.** The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing:

6.01(a) **General:** Each of the Parties will use its reasonable best efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement.

6.01(b) **Notices and Consents:** Each of the parties will give any notices to third parties, and shall use its commercially reasonable efforts to obtain any consent required in order to consummate the transactions contemplated by this Agreement. Each of the Parties will give any notices to, make any filings with, and use its commercially reasonable efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies in order to consummate the transactions contemplated by this Agreement.

6.01I **Preservation of Business**: The Parties shall, keep their respective businesses and properties substantially intact, including their respective present operations, physical facilities, working conditions, insurance policies, and relationships with lessors, licensors, suppliers, customers, and employees.

6.01(d) **Notice of Developments**: Each Party will give prompt written notice to the other Party of any event or development causing a breach of any of its representations and warranties set forth herein. No disclosure by either Party pursuant to this, however, shall be deemed to amend or supplement its representations and warranties set forth herein or its exhibits or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

6.01(e) **Investor Representation Statement**: The Parties acknowledge and agree that the shares of CMKI Common Stock delivered to GUANHUA's shareholders pursuant to the agreement shall constitute "restricted securities" as that term is defined in Rule 144 promulgated by the SEC under the Securities Act. GUANHUA shall ensure that each of GUANHUA's shareholders shall execute and deliver to CMKI a statement to the effect that he is an "accredited investor," as that term is defined in Rule 501 promulgated by the SEC under the Securities Act and specifying the reason that he is such accredited investor.

6.01(f) **Blue Sky Laws**: CMKI shall take such steps as may be necessary to comply with the securities and blue sky laws of all jurisdictions applicable to the issuance of CMKI Common Stock in connection with this agreement and the transactions contemplated hereby.

6.01(g) **MUTUAL INDEMNIFICATION:** The Parties hereto mutually agree to indemnify and hold harmless their respective affiliates, successors, assigns, subsidiaries, officers, directors, shareholders, agents and employees from and against any and all claims, liability, loss, damages and demands of whatsoever kind or character, arising out of the performance or non-performance or misstatement or omission to state any material fact with respect to the terms and condition of this Agreement and/or the performance of and completion of the duties and obligations described herein. This provision shall be deemed continuous and shall survive the closing.

6.02 Reporting Requirements: CMKI and GUANHUA shall use their best efforts to complete an audit of their financial statements for the prior two business years through a **PCAOB** registered firm and file any and all requirements including Form 8-K with the Securities and Exchange Commission. CMKI shall file all reports required by Section 15(d) of the Securities Act of 1933 and shall maintain its books and records in accordance with Sections 12 and 13 of the Exchange Act.

VII. MISCELLANEOUS

7.01 **Tax Treatment**: The transactions contemplated hereby are intended to qualify as a so-called "tax-free" reorganization under the provisions of Section 368 of the Code. CMKI and GUANHUA acknowledge, however, that they each have been represented by their own tax advisors in connection with this transaction; that neither has made any representation or warranty to the other with respect to the treatment of such transaction or the effect thereof under applicable tax laws, regulations, or interpretations; and that no attorney's opinion or private revenue ruling has been obtained with respect to the effects thereof under the code.

7.02. **Further Assurances**: From time to time, at the other party's request or the request of their respective counsel, and without further consideration, each of the parties will execute and deliver to the others such documents and take such action as the other party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

7.03. **Parties in Interest**: Except as otherwise expressly provided herein, all the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the successors and assigns of the parties hereto.

7.04. **Entire Agreement; Amendments**: This Agreement, including the Exhibits and other documents and writings referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

7.05. **Headings, Etc.**: The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement.

7.06. **Pronouns**: All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

7.07. **Counterparts**: This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.08. **Governing Law**: This Agreement shall be governed by the laws of the State of Colorado (excluding conflicts of laws principles) applicable to contracts to be performed in the State of Colorado.

7.08. **Notice:** All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (with charges prepaid), (ii) one (1) business day after being sent to the recipient by facsimile transmission or electronic mail, or (iii) Four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to CMKI:

To the address herein.

Attn:
Phone Number

Fax:

with a copy to:

Fax:

Fax:

If to GUANHUA

To the address herein.

Attn:
Phone Number

with a copy by fax to:

Fax:

Either Party may change the address to which notices, requests, demands, claims, or other communications directed to such Party hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

7.09. **Press Releases and Public Announcements**: The Parties shall consult with each other before issuing any press release or otherwise making any public statement or making any other public (or non confidential) disclosure (whether or not in response to an inquiry) regarding the terms of this Agreement and the transactions contemplated hereby. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the other Party; *provided, however*, that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly traded securities (in which case the disclosing Party will use its reasonable best efforts to advise the other Party prior to making the disclosure).

7.10. **Severability**: Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

7.11. **Expenses**: Each Party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby, except as otherwise provided in this Agreement.

7.12. **Construction**: The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated there under, unless the context requires otherwise. The word "including" shall mean "including without limitation"

7.13. **No Third-Party Beneficiaries**: This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

7.14. **Specific Performance**: Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached, so that a Party shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in addition to any other remedy to which such Party may be entitled, at law or in equity.

7.15. **Submission to Jurisdiction;** Each of the Parties submits to the jurisdiction of the courts of Colorado, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto.

IN WITNESS WHEREOF: this agreement has been duly executed and delivered by the parties as of the date first above written.

"THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY"

CMK GAMING INTERNATIONAL, INC.	GUANHUASOFT GAMING CO., LTD.
/s/ Claire Singleton	/s/ Rico Yang
Name: Ms. Claire Singleton.	Name: Mr. Rico Yang
Title: President and CEO	Title: President and CEO

SCHEDULE I

NUMBER OF SHARES OF GUANHUA COMMON STOCK TO BE DELIVERED	NUMBER OF SHARES OF CMKI COMMON STOCK TO BE RECEIVED
________	________

GUANHUA Exhibit 2.02(a)

Capitalization

Class	Authorized	Outstanding
Common	__________shares	__________ shares

GUANHUA Exhibit 2.02(b)

Options and Warrants

None

GUANHUA Exhibit 2.02(c)

None

GUANHUA Exhibit 2.02(d)

Undisclosed Liabilities

None

GUANHUA Exhibit 2.07

Litigation

None

GUANHUA Exhibit 2.08

Title to Assets

GUANHUA Exhibit 2.02(g)

Interested Transactions

None

CMKI Exhibit 3.05

Undisclosed Liabilities

None

CMKI Exhibit 3.08

Contracts

NONE

CMKI Exhibit 3.10

Interested Transactions

NONE

EXHIBIT A

Audited financial statements of GUANHUA

EXHIBIT B

Unaudited financial statements of CMKI to be incorporated by reference as presently filed with the SEC and available on OTCMarkets

Claire Singleton

Name: Ms. Claire Singleton.

Title: President and CEO

Name: Mr. Rico Yang

Title: President and CEO