Execution Copy

DATE: 15 JULY 2026

GROUND GROUP (HONG KONG) CO., LIMITED

AND

CHINA CHANGBAISHAN INTERNATIONAL HOLDINGS LIMITED

RESTRUCTURING FRAMEWORK AGREEMENT
FOR
CHINA CHANGBAISHAN INTERNATIONAL HOLDINGS LIMITED

CLKW LAWYERS LLP
(in association with Michael Li & Co.)
1901A, 1902 & 1902A, 19/F
New World Tower I
16-18 Queen's Road Central
Central
Hong Kong
Ref: CW/CST/JF/2500892

CONTENTS

THIS AGREEMENT is made on the 15th day of July 2026

BETWEEN:

(1) **GROUND GROUP (HONG KONG) CO., LIMITED**, a company incorporated in Hong Kong with limited liability and having its registered office at Room 1304, 13th Floor, China Resources Building, No. 26 Harbour Road, Wanchai, Hong Kong ("**Ground Group HK**"); and

(2) **CHINA CHANGBAISHAN INTERNATIONAL HOLDINGS LIMITED**, a company incorporated in Bermuda with limited liability and having its registered office at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda and its correspondence address in Hong Kong at Room 1304, 13th Floor, China Resources Building, No. 26 Harbour Road, Wanchai, Hong Kong (the "**Company**").

WHEREAS

(A) The issued share capital of the Company is listed on the Main Board (as defined below) of the Stock Exchange (as defined below) (stock code: 989). Further particulars of the Company are set out in the Schedule.

(B) On 12 January 2026, Ground Group HK, the Company and Ka Yun Investments Limited (being a wholly owned subsidiary of the Company) entered into a funding agreement pursuant to which Ground Group HK agreed to provide funding to the Company (through Ka Yun Investments Limited) in installments to cover restructuring expenses in connection with the proposed restructuring of the Company, in consideration for which (among other things) it was granted exclusivity to negotiate a binding restructuring framework and priority rights in relation to conversion of the funding into new shares upon successful restructuring.

(C) Ground Group HK and the Company intend to implement a restructuring of the capital, business and indebtedness of the Company including, (i) the Subscription (as defined below); and (ii) the Scheme (as defined below).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires or permits, the following words and expressions shall have the meanings ascribed to each of them respectively below:

"acting in concert"	has the meaning ascribed to it under the Takeovers Code

"Adjudicator(s)"	such persons with experience in the adjudication of creditors' claims in a liquidation as the Scheme Administrators, in their absolute discretion, shall nominate and appoint
"Admitted Scheme Claim(s)"	all Scheme Claim(s) against the Company which have been admitted under the Scheme by the Scheme Administrators or the Adjudicator (as the case may be)
"**Agreement**"	this restructuring agreement as amended, modified or supplemented from time to time
"**Applicable Laws**"	with respect to any person, any laws, rules, regulations, guidelines, directives, judgments, decrees, order, notices, rulings or decisions of any governmental or regulatory authority or stock exchange that is applicable to such person
"Bondholder(s)**"**	holder(s) of the Bonds at the latest date and time for delivery of the notice of Claim and proxy form
"Bonds"	HK$60,000,000 (equivalent to approximately RMB55,734,000) 6% convertible bonds due 2026 issued by the Company and constituted by the Instrument
"**Business Day**"	a day other than a Saturday, Sunday or public holiday or a day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is hoisted or an Extreme Condition is announced in Hong Kong at any time between 9:00 a.m. and 5:00 p.m. on which licensed banks in Hong Kong are generally open for business throughout their normal business hours

"Claim(s)"	any debt, liability or obligation of the Company (whether known or unknown, whether actual or contingent, whether present, future or prospective, whether liquidated or unliquidated), whether arising by virtue of contract, at common law, in equity or by statute in Hong Kong, Bermuda or in any other jurisdiction or in any manner whatsoever, which includes without limitation a debt or liability to pay money or money's worth, any liability for breach of trust, any liability in contract (including any guarantee liability of the Company), tort or bailment and any liability arising out of an obligation to make restitution, together with all interest on such debt, obligation or liability
"Companies Ordinance"	Companies Ordinance (Cap. 622 of the Laws of Hong Kong) as amended from time to time
"Completion"	completion of the Proposed Restructuring
"Concert Party Group"	Ground Group HK and parties acting in concert with it
"Concert Party Shares"	any Scheme Shares received by members of the Concert Party Group in respect of their Admitted Scheme Claims under the Scheme or any Subscription Share
"Court"	the High Court of Hong Kong
"CWUMPO"	Companies (Winding Up and Miscellaneous Provisions) Ordinance, Cap. 32 of the Laws of Hong Kong
"Director(s)"	director(s) of the Company
"Encumbrance"	any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale and purchase or sale and leaseback arrangement whatsoever nature and includes any agreement for any of the same and "**Encumber**" shall be construed accordingly

"Excluded Claim(s)"	(i) Preferential Claims, (ii) Secured Claims, (iii) the Scheme Costs, and (iv) any amounts owing by the Company to Ground Group HK under the Funding Agreement as the date of the Scheme Effective Date
"Executive"	the Executive Director of the Corporate Finance Department of the Securities and Futures Commission of Hong Kong from time to time or any delegate of the Executive Director
"Funding Agreement"	the funding agreement dated 12 January 2026 and entered into among Ground Group HK as lender and the Company and Ka Yun Investments Limited as the co-borrowers in relation to the Transaction Loan as referred to in Clause 2.1 of this Agreement
"Group"	the Company and its subsidiaries
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Independent Shareholder(s)"	Shareholders other than (i) Ground Group HK and the parties acting in concert with it; (ii) the Scheme Creditors, their close associates and parties acting in concert with any one of them; and (iii) those Shareholders who are involved in or interested in this Agreement and the transactions contemplated thereunder, the Subscription, the grant of the Specific Mandate, the Special Deal and the Proposed Restructuring; and (iv) those who are required to abstain from voting under the Listing Rules and the Takeovers Code
"Instrument"	the instrument constituting the Bonds
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange

"Long Stop Date"	31 October 2026 or such later date as the parties hereto may agree in writing or such later date as may be agreed in writing by Ground Group HK, the Company and Ka Yun, and approved by Scheme Creditors holding not less than 75% in value of the Admitted Scheme Claims
"**Main Board**"	the main board operated by the Stock Exchange
"**Offer**"	the mandatory unconditional cash offer being made by DL Securities (HK) Limited on behalf of Ground Group HK to acquire all the issued Shares (other than the Concert Party Shares and those already beneficially owned or to be acquired by the Concert Party Group and the Scheme Shares)
"PRC"	the People's Republic of China which for the purpose of this Agreement shall exclude Hong Kong, Macau Special Administrative Region of the PRC and Taiwan
"Preferential Claim(s)"	a claim against the Company which would be paid in priority to the claims of the general unsecured creditors of the Company pursuant to Section 265 of CWUMPO or Section 141 of the Companies Act 1981 of Bermuda as amended from time to time if the Company is put into liquidation on the basis of a winding up petition
"Proposed Restructuring"	the proposed restructuring of the capital, business and indebtedness of the Company comprising the Subscription and the Scheme
"Restructuring Documents"	this Agreement, the Subscription Agreement and all other documents necessary to document and implement this Agreement and the Restructuring Transactions
"Restructuring Transactions"	the Subscription and the Scheme, being the transactions for the purpose of implementing the Proposed Restructuring

“Scheme”	the proposed scheme of arrangement in Hong Kong pursuant to Section 670 of the Companies Ordinance and made between the Company and the Scheme Creditors in its present form or with or subject to any non-material modifications, additions, or conditions that the Court may approve or impose
“Scheme Administrators”	Mr. Osman Mohammed Arab and Mr. Lai Wing Lun, both of Acclime Corporate Advisory (Hong Kong) Limited acting without personal liabilities subject to the terms of the Scheme
“**Scheme Claim(s)**”	any Claim excluding the Excluded Claims
“**Scheme Company**”	a company to be incorporated by the Scheme Administrators in Hong Kong with limited liability, being a special purpose vehicle held and controlled by the Scheme Administrators or such other company as may be nominated by the Scheme Administrators
“Scheme Costs”	costs, charges, expenses and disbursements necessary and properly incurred in connection with the administration and implementation of the Scheme including the fees and remuneration of the Scheme Administrators and the Adjudicator and their respective advisers and those set out in the Scheme Document
“Scheme Creditor(s)”	any person having a Scheme Claim, including but not limited to the Bondholders
“**Scheme Document**”	the document to be sent to the Scheme Creditors in relation to the Scheme, with the approval of the Court which includes, inter alia, an explanatory statement of the Scheme
“Scheme Effective Date”	the date on which the Scheme becomes effective
“**Scheme Funds**”	all funds from time to time credited to the Scheme Trust Account, including any interest thereon

"**Scheme Meeting(s)**"	the meeting(s) of the Scheme Creditors to be convened at the direction of the Court for the purpose of considering and, if thought fit, approving the Scheme
"Scheme Share(s)"	an aggregate of 4,742,453,691 new Shares fall to be allotted and issued by the Company to the Scheme Creditors pursuant to the Scheme
"**Scheme Trust Account**"	an interest-bearing trust account to be opened in the names of the Scheme Company and/or any of the Scheme Administrators with a licensed bank in Hong Kong for the purposes of holding the Scheme Funds for the benefit of the Scheme Creditors, or the trust account of Acclime Corporate Advisory (Hong Kong) Limited in the name of "Acclime Corporate Advisory (Hong Kong) Limited-Client Account"
"Secured Claim(s)"	Claim(s) which are secured by any Security Interest
"Secured Creditor(s)"	creditor(s) whose claims are secured by a Security Interest
"Security Interest(s)"	any mortgage, pledge, lien, charge, other encumbrance, hypothecation or security interest of whatsoever kind, or any other agreement or arrangement having the effect of conferring security including any proceeds or realisation of any of the above held by the Secured Creditors, as against the Company
"**SFC**"	the Securities and Futures Commission of Hong Kong
"**SGM**"	a special general meeting of the Company to be convened for the purpose of considering and, if thought fit, approving among others, this Agreement, the Subscription and the Scheme and other matters required by laws, the Listing Rules, the Takeovers Code, the Stock Exchange, the SFC and/or other regulators, which are necessary to give effect to any transactions contemplated under this Agreement

“Shareholder(s)”	holder(s) of the issued Shares
“Share(s)”	the share(s) of HK$0.01 each in the share capital of the Company as at the date of this Agreement
“Special Deal”	the proposed settlement of the indebtedness due to each of the Scheme Creditors who are also Shareholders under the Scheme, which constitute a special deal under Rule 25 of the Takeovers Code
“Specific Mandate”	the specific mandate to be granted by the Independent Shareholders to the Board at the SGM for the allotment and issue of the Scheme Shares and the Subscription Shares
“**Stock Exchange**”	The Stock Exchange of Hong Kong Limited
“**Subscription**”	the subscription of the Subscription Shares subject to the terms and conditions of the Subscription Agreement
“**Subscription Agreement**”	the conditional subscription agreement dated 15 July 2026 and entered into between Ground Group HK (as subscriber) and the Company (as issuer) in relation to the Subscription
“**Subscription Price**”	a price of HK$0.15 per Subscription Share
“**Subscription Shares**”	an aggregate of 260,000,000 new Shares to be subscribed by Ground Group HK pursuant to the terms and conditions of the Subscription Agreement, each a “**Subscription Share**”
“**Takeovers Code**”	the Hong Kong Code on Takeovers and Mergers issued by the SFC
“**Voting Claim(s)**”	the amount of a Claim admitted for the purposes of voting at the Scheme Meeting, as estimated and determined by the Chairman of the Scheme Meeting in his sole discretion as at the date of the Scheme Meeting

1.2 Words and phrases (not otherwise defined in this Agreement) the definitions of which are contained or referred to in the Companies Ordinance shall be construed as having the meanings thereby attributed to them.

1.3 References in this Agreement to ordinances and to statutory provisions shall be construed as references to those ordinances or statutory provisions as respectively modified (on or before the date hereof) or re-enacted (whether before or after the date hereof) from time to time and to any orders, regulations, instruments or subordinate legislation made under the relevant ordinances or provisions thereof which has been so re-enacted (with or without modifications).

1.4 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.5 Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any one gender include all genders; words denoting persons include incorporations and firms and vice versa.

1.6 References to Clauses and Schedule are (unless the context requires otherwise) to clauses of and schedule to, this Agreement.

1.7 All representations, undertakings, warranties, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into severally unless otherwise specified.

1.8 In this Agreement, any reference to a document in the **"approved form"** is to a form of the relevant document which is in form and substance agreed between the parties hereto.

1.9 Clauses 10 (*Costs)*, 11 (*Restriction on Announcements*), 12 (*Time and Waiver*), 18 (*Notices and Process Agent*) and 19 (*Governing Law and Jurisdiction*) shall survive Completion and the rights and remedies of the Company in respect of any breach of the abovementioned Clauses shall not be affected by Completion.

2. RESTRUCTURING COSTS

2.1 Ground Group HK shall conditionally make available to the Company for drawdown of a loan (the "**Transaction Loan**") in the principal amount of HK$39,000,000 to be made available to the Company on terms as set out in the Funding Agreement, of which an approximate amount of HK$3,264,403 has already been drawn as of the date of the Funding Agreement to finance the professional fees and all costs and expenses of the Company in connection with the negotiation, preparation, execution and carrying into effect (as the case may be) of the Restructuring Transactions including but not limited to professional fees, costs and expenses for the financial advisers, legal advisers, auditors and reporting accountants, valuers, and counsels to the Company (the "**Restructuring Costs**"). The Company shall repay the Transaction Loan to Ground Group HK on or before 12 January 2028 (being the date that is 24 months after the date of the Funding Agreement). Alternatively, Ground Group HK may elect to have the Transaction Loan settled in whole or in part by way of set-off of subscription monies payable by Ground Group HK under the

Subscription as set out in Clause 3 (*Subscription*).

3. SUBSCRIPTION

3.1 Subject to Clause 3.2, Ground Group HK hereby undertakes to the Company that it shall subscribe for a total of 260,000,000 Subscription Shares at the total subscription price of HK$39,000,000 (representing a subscription price of approximately HK$0.15 per Subscription Share), which shall be satisfied by way of set-off against the outstanding amounts under the Funding Agreement in whole or in part on a dollar-for-dollar basis.

3.2 Completion of the Subscription shall be conditional upon:

(1) Ground Group HK being reasonably satisfied with the results of the due diligence review on the Group to be conducted;

(2) all necessary consents, licenses and approvals required to be obtained on the part of the Company in respect of the Subscription Agreement and the transactions contemplated thereunder having been obtained and remain in full force and effect;

(3) all necessary consents, licenses and approvals required to be obtained on the part of Ground Group HK in respect of the Subscription Agreement and the transactions contemplated thereunder have been obtained and remain in full force and effect;

(4) the Court sanctions the Scheme and an official copy of the order of the Court sanctioning the Scheme is delivered to the Registrar of Companies in Hong Kong for registration;

(5) the passing of the necessary resolutions by the Shareholders or independent Shareholders (as the case may be) at the SGM for the Scheme, this Agreement, the Subscription Agreement and the transactions contemplated thereunder respectively (including the granting of the Specific Mandate and the Special Deal);

(6) the Company having obtained either conditional approval or approval-in-principle from the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Subscription Shares on the Stock Exchange, and such permission not having been subsequently revoked or withdrawn;

(7) the Executive having granted the consent to the Special Deal, the satisfaction of all conditions (if any) attached to the Special Deal, and such consent to the Special Deal not having been subsequently revoked or withdrawn;

(8) the effectuation of the Scheme having become unconditional (save for the condition that the Subscription having become unconditional); and

(9) all other necessary waivers, consents and approvals including but not limited to those from the Stock Exchange, the SFC and any other relevant government or regulatory authorities, which are required (if any) for the implementation of the Restructuring Transactions and all transactions contemplated thereunder having been obtained.

3.3 The Company shall use its best endeavours to procure the fulfillment of the conditions precedent set out in Clause 3.2 above.

3.4 Ground Group HK hereby represents and warrants to the Company that:

(1) as at the date of this Agreement, the Concert Party Group is interested in 108,767,181 Shares. Accordingly, upon Completion, Ground Group HK will trigger an obligation to make the Offer. In this regard, Ground Group HK shall fulfil this obligation by making the Offer and shall ensure that it has readily available funds to satisfy full acceptance of the Offer; and

(2) it will subscribe the Subscription Shares as principal on behalf of itself and not as a nominee or agent.

3.5 If the public float of the Company falls below 25% (or such other prescribed percentage as determined by the Stock Exchange to constitute the minimum public float of a company) upon completion of the Restructuring Transactions, Ground Group HK undertakes that it will, at its own cost and as soon as practicable, dispose of such number of Shares through a placing agent as may be necessary to ensure that the public float requirement under Rule 13.32B of the Listing Rules is restored and complied with by the Company.

3.6 It is proposed that the proceeds from the Subscription will be applied towards the costs and expenses for implementing the Restructuring Proposal, to support the development of the Group's new business development and for the working capital of the Company.

4. THE SCHEME

4.1 The Company shall propose the Scheme, pursuant to which 4,742,453,691 Scheme Shares will be allotted and issued to the Scheme Company, which shall hold the Scheme Shares on trust for the benefit of the Scheme Creditors whose claims are Admitted Scheme Claims, to be distributed on a pro rata basis based on the amount of their respective Admitted Scheme Claims, pending determination and/or adjudication and the close of the Offer.

4.2 No fraction of Scheme Shares will be transferred, issued or sold. The entitlement of each Scheme Creditor to the Scheme Shares based on his Admitted Scheme Claim will be rounded down to the nearest whole number, if required.

4.3 The Scheme Administrators are entitled to dispose of any odd lots of the Scheme Shares at their discretion which may arise during the allocation of the Scheme Shares to each Scheme Creditor as a result of rounding. All net cash proceeds from such disposal (after deducting the relevant fees and costs) will be pooled into the Scheme Funds and firstly be applied to settle the Scheme Costs. Any surplus balance will then be applied to distribute to the Scheme Creditors with Admitted Scheme Claims on a pro rata basis. For the avoidance of doubt, all Scheme Costs will be borne by the Company outside of the Scheme.

4.4 Upon the Scheme becoming effective, subject to the fulfilment of the terms and conditions of the Scheme as set out in the Scheme Document, the Scheme Creditors shall accept the allotment and issue of their respective Scheme Shares in full and final discharge of their Scheme Claim(s).

4.5 The Scheme will become effective upon fulfilment of the following conditions precedent:

(1) over fifty per cent. (50%) in number, of the Scheme Creditors, representing at least seventy-five per cent. (75%) in value, of the aggregate Voting Claims of the Scheme Creditors, present and voting in person (or through electronic means if applicable) or by proxy at the Scheme Meeting, vote in favour of the Scheme;

(2) the Court sanctions the Scheme and an official copy of the order of the Court sanctioning the Scheme is delivered to the Registrar of Companies in Hong Kong;

(3) the Subscription Agreement having become unconditional in all respects in accordance with the terms and conditions set out therein (save for the condition for the Scheme to become unconditional);

(4) the passing of the necessary resolution(s) by the Shareholders or Independent Shareholders (as the case may be) at the SGM for the Scheme and the transactions contemplated thereunder (including the grant of the Specific Mandate for allotment and issue of the Scheme Shares and the Special Deal) as required under the Listing Rules and the Takeovers Code;

(5) the Company having obtained either conditional approval or approval-in-principle from the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Scheme Shares on the Stock Exchange, and such permission not having been subsequently revoked or withdrawn; and

(6) the Company having obtained the necessary consent of the Executive for the Special Deal, and such necessary consent not having been revoked or withdrawn.

4.6 The implementation of the Scheme shall also be conditional on Completion taking effect.

4.7 The Scheme may be terminated in any of the following events:

(1) the Scheme Shares have been distributed to the Scheme Creditors in full, and the Scheme Administrators are satisfied that the Scheme Shares have been distributed to the Scheme Creditors, and the continuation of the Scheme is no longer beneficial to the Scheme Creditors;

(2) delivery of notice of termination to the Scheme Creditors by the Scheme Administrators;

(3) the Company fails to allot and issue the Scheme Shares to the Scheme Creditors (or the Scheme Company, as applicable);

(4) the Company fails to make provision for the Scheme Funds upon the request of the Scheme Administrators as stipulated under the Scheme;

(5) the Company fails to make provision for and/or payment to the Scheme Administrators in respect of Scheme Costs within a reasonable time upon the demand of the Scheme Administrators;

(6) the conditions precedent to this Agreement have not been fulfilled or if Completion has not taken place by the Long Stop Date;

(7) if this Agreement has been terminated;

(8) the conditions precedent under the Funding Agreement have not been fulfilled (or waived, as the case may be) by their respective long stop dates; or

(9) the listing of the Shares has been cancelled by the Stock Exchange before Completion and the Company has failed in an appeal to the Listing Review Committee of the Stock Exchange to reverse such decision (if applicable).

4.8 In the event of termination under Clause 4.7(1) above. The Scheme Administrators shall give notice to the Scheme Creditors of such termination. The Scheme shall terminate from the date of such notice. Upon termination, the duties and responsibilities of the Scheme Administrators under the Scheme shall cease, and the Scheme Administrators and the Adjudicator shall be automatically, wholly and fully discharged and released from all liabilities in respect of any act or default in the administration of this Scheme save as provided for under the Scheme. The Scheme Administrators shall be at liberty to destroy books and records held by them in relation to this Scheme, not earlier than six (6) months after giving of such notice of termination.

4.9 In the event of termination under any of the clauses 4.7 (2) to 4.7 (9) above, the claims of the Scheme Creditors shall revive and be restored against the Company in such way as if the Scheme had never been effective and binding, provided that the Scheme Creditors must give credit to all payments and entitlements received under the Scheme.

5. UNDERTAKINGS BY THE COMPANY

5.1 The Company hereby irrevocably undertakes to Ground Group HK that (a) the Scheme Shares shall be allotted and issued to the Scheme Company as soon as practicable following the Scheme becoming effective. The Scheme Company shall hold the Scheme Shares on trust for the benefit of those Scheme Creditors whose claims are Admitted Scheme Claims, to be distributed on a pro rata basis based on the amount of their respective Admitted Scheme Claims, pending determination and/or adjudication and after the close of the Offer, and (b) no Scheme Shares shall be subject to, or taken into account in respect of, the Offer.

5.2 The Company further undertakes in favour of Ground Group HK that, as part of the terms of the Scheme, the Scheme Administrators have executed the irrevocable undertaking, which shall take effect upon the Scheme becoming effective, pursuant to which they will not accept, and will not transfer, dispose of or distribute, the Scheme Shares until after the close of the Offer.

6. UNDERTAKINGS BY THE CONCERT PARTY GROUP

Each member of the Concert Party Group undertakes not to attend or vote at the Scheme Meeting and to abide by the terms of the Scheme if approved and sanctioned.

7. COMPLETION OF THE PROPOSED RESTRUCTURING

7.1 Completion of the Proposed Restructuring under this Agreement shall be conditional upon the following conditions precedent being fulfilled on or before the Long Stop Date:

(1) the signing of all the Restructuring Documents by all the parties thereunder as may be required to be entered into to give effect to the Proposed Restructuring before Completion;

(2) the Court sanctions the Scheme and an official copy of the order of the Court is delivered to and filed with and registered by the Registrar of Companies in Hong Kong;

(3) the passing of the necessary resolutions by the Shareholders or independent Shareholders (as the case may be) at the SGM for the Scheme, this Agreement, the Subscription Agreement and the transactions contemplated thereunder respectively (including the Subscription, the Specific Mandate and the Special Deal) and not having been revoked or vitiated;

(4) the Company having obtained either conditional approval or approval-in-principle from the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Scheme Shares and the Subscription Shares;

(5) the Scheme becoming effective and being implemented in accordance

with its terms;

(6) the Subscription Agreement having become unconditional in all respects in accordance with the terms and conditions set out therein;

(7) the Company having obtained the necessary consent of the Executive for the Special Deal, and such necessary consent not having been revoked or withdrawn; and

(8) all necessary governmental, regulatory and corporate authorisations, approvals, consents and/or waivers for the entering into of this Agreement and the performance of obligations hereunder having been obtained and effective.

7.2 None of the conditions in Clause 7.1 is capable of being waived. The Company shall use its best endeavours to procure the fulfilment of the conditions referred to in Clause 7.1 and confirming in writing that all such conditions have been fulfilled and provide all evidence in support thereof to the extent available. In the event any of the conditions referred to in Clause 7.1 is not fulfilled by the Long Stop Date, all rights, obligations and liabilities of the parties to this Agreement shall cease and determine and none of the parties shall have any claim against the others, save for any antecedent breach and/or any rights or obligations which may have accrued under this Agreement prior to such termination.

8. TERMINATION

8.1 Any party may terminate this Agreement by serving written notice to the other party if another party (i) commits a material breach or default in any of its obligations under this Agreement or fails to comply fully with such obligations; and (ii) fails to rectify such breach, default or non-compliance within fourteen (14) Business Days of the non-defaulting party notifying the defaulting party in writing of such breach, default or non-compliance.

8.2 If this Agreement is terminated by the Company following a material breach of Ground Group HK of its obligations under this Agreement in the manner as set out in Clause 8.1, the Scheme shall terminate and all the Scheme Claims shall be deemed to have revived and the Scheme Creditors will be entitled to pursue against the Company in respect of such Scheme Claims as if the Scheme had never been effective and binding provided that credit be given to any distributions made under the Scheme.

8.3 Unless Ground Group HK and the Company shall otherwise agree, this Agreement shall be terminated automatically if:

(1) the listing of the Shares has been cancelled by the Stock Exchange before the date of Completion; or

(2) Completion has not taken place on or before the Long Stop Date; or

(3) Ground Group HK and the Company agree in writing that this Agreement shall be terminated; or

(4) the Scheme is terminated in accordance with its terms and conditions in the circumstances where the Scheme Creditors are revived; or

(5) Ground Group HK fails to advance the loan to the Company and Ka Yun in accordance with the Funding Agreement and such failure is not being rectified (i.e. the payment of funding is not made) within fourteen (14) Business Days from such failure.

8.4 If this Agreement is terminated automatically as set out in Clause 8.3, the Scheme shall terminate and all the Scheme Claims shall be deemed to have revived and the Scheme Creditors will be entitled to pursue against the Company in respect of such Scheme Claims as if the Scheme had never been effective and binding provided that credit be given to any distributions made under the Scheme.

9. FURTHER ASSURANCE

Upon and after Completion, each of the parties hereto shall do and execute or procure to be done and executed all other necessary acts, deeds, documents and things within its power to give effect to this Agreement.

10. COSTS

Subject to Clause 2 (*Restructuring Costs*), each party hereto shall pay its own costs in relation to the negotiations for and the preparation, execution and carrying into effect of this Agreement.

11. RESTRICTION ON ANNOUNCEMENTS

11.1 Each of the parties hereto undertakes to the others that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or when required by law or any rule of any relevant stock exchange and/or regulatory body, or to its officers or employees whose province is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of any of the others which may be within or may come to its knowledge and it shall use its reasonable endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

11.2 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties hereto or unless an announcement is required pursuant to the applicable law and the regulations or the requirements of the Stock Exchange, the SFC or any other regulatory body or authority. Any announcement regarding the transaction contemplated under this Agreement by any party hereto required to be made pursuant to any relevant law or regulation or the requirements of the Stock Exchange, the SFC or any other regulatory body or authority shall be issued only after such prior consultation with the other party as is reasonably practicable in the circumstances.

12. TIME AND WAIVER

Time shall in every respect be of the essence of this Agreement but no failure on the part of any party hereto to exercise, and no delay on its part in exercising any right hereunder shall operate as a waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any other right or prejudice or affect any right against any other parties hereto under the same liability, whether joint, several or otherwise. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

13. INVALIDITY

If at any time any one or more of the provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the laws of any relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement in that jurisdiction nor the legality, validity or enforceability of such provision under the laws of any other jurisdictions shall in any way be affected or impaired thereby.

14. AMENDMENTS

This Agreement shall not be amended, supplemented or modified except by instruments in writing signed by all parties hereto.

15. ASSIGNMENT

This Agreement shall be binding upon and enure to the benefit of each party's successors and permitted assigns but, except as expressly provided herein, no party shall assign or transfer all or any of its rights or obligations hereunder without the prior written consent of the other party.

16. COUNTERPARTS

This Agreement may be executed in counterparts with the same force and effect as if executed on a single document each of which shall be an original and all such counterparts shall together constitute one and the same instrument. A party hereto may execute this Agreement and the documents referred to herein on a facsimile copy counterpart and deliver his/its signature and seal by facsimile.

17. ENTIRE AGREEMENT

This Agreement sets out the entire agreement and understanding between the parties hereto in relation to the transactions hereby contemplated, and supersedes all previous agreements, arrangements and understandings between them with regard to such transactions and neither party is entering into this Agreement or any of the arrangement contemplated hereby in reliance upon any representation or warranty not expressly set out in this Agreement. No provision of this Agreement may be amended or modified otherwise than by the express written agreement of the parties hereto.

18. NOTICES AND PROCESS AGENT

18.1 Any notice required to be given under this Agreement shall be sufficiently given if delivered personally or forwarded by registered post or sent by facsimile transmission or email to the relevant party at its address, fax number or email address set out below (or such other address, fax number or email address as the addressee has by five (5) days prior written notice specified to the other party):

To Ground Group HK

Address	:	Room 1304, 13th Floor China Resources Building No. 26 Harbour Road Wanchai Hong Kong
Facsimile	:	(852) 2209 2990
Email address	:	sl@eastgain.com.hk
Attention	:	Susanna Leung

To the Company

Address	:	Room 1304, 13th Floor China Resources Building No. 26 Harbour Road Wanchai Hong Kong
Facsimile	:	(852) 2209 2988
Email address	:	ir@chinacbsintl.com
Attention	:	Micky Ng

18.2 Any notice delivered personally shall be deemed to have been served at the time of delivery. Any notice sent by pre-paid registered post shall be deemed to have been served 48 hours after the time at which it was posted and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted by prepaid registered letter post and notices sent by facsimile transmission shall be deemed to have been served upon transmission. Notices sent by email shall be deemed to have been served on despatch.

19. GOVERNING LAW AND JURISDICTION

19.1 This Agreement shall be governed by and construed in accordance with the laws for the time being in force in Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

19.2 Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of

Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.

19.3 Each of the parties hereto also irrevocably agrees to waive any objection which it may at any time have to the laying of the venue of any proceedings in any court referred to in this Clause and any claim that any such proceedings have been brought in an inconvenient forum.

AS WITNESS the parties hereto have caused this Agreement to be executed the day and year first above written.

SCHEDULE

DETAILS OF THE COMPANY

Name	:	China Changbaishan International Holdings Limited
Place of incorporation	:	Bermuda
Authorised share capital	:	HK$780,000,000 divided into 78,000,000,000 Shares
Issued Shares	:	360,181,940 Shares
Registered office	:	Clarendon House 2 Church Street Hamilton Bermuda
Directors	:	*Executive Directors* Xu Yingchuan Li Junjie Cong Peifeng *Non-executive Directors* Cui Mindong Chiu Sin Nang, Kenny *Independent non-executive Directors* Tsang Hung Kei Wang Xiaochu Wang Meirong
Principal Activity	:	Investment holding

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

<u>GROUND GROUP HK</u>

SIGNED by Cong Peifeng
for and on behalf of
GROUND GROUP (HONG KONG) CO., LIMITED

in the presence of: Susanna

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For and on behalf of
Ground Group (Hong Kong) Co., Limited
廣澤集團(香港)有限公司

Authorized Signature(s)

[Execution page of Restructuring Framework Agreement]

THE COMPANY

SIGNED by Xu Yingchuan)
for and on behalf of)
CHINA CHANGBAISHAN)
INTERNATIONAL HOLDINGS LIMITED)
)
in the presence of: Susanna)
)

For and on behalf of
China Changbaishan International Holdings Limited
中國長白山國際控股有限公司

Authorized Signature(s)

[Execution page of Restructuring Framework Agreement]