

项目合作框架协议

甲方：神州天立教育投资有限责任公司

乙方：四川南苑建设有限公司

根据《中华人民共和国民法典》及有关法律法规和规范性文件，就乙方或乙方附属子公司（以下简称“施工方”）向甲方或甲方附属子公司或甲方附属学校（以下简称“业主方”）提供学校工程项目相关服务之事宜，甲、乙双方在遵循平等、公平公正和诚实信用之原则的基础上，经协商一致，签订本协议。

一、合作内容

甲、乙双方同意，施工方为业主方拟新建、扩建、改建学校项目（以下简称“工程项目”），在满足中国（仅为本协议目的指中华人民共和国，不包括香港、澳门特别行政区和台湾地区，下同）法律法规规定的招投标等程序和条件时，按照业主方要求的施工进度提供工程项目相关服务，即根据业主方的要求，开展包括但不限于项目图纸规划设计、项目施工至竣工验收合格及整体移交、工程保修期内的缺陷修复和保修、后期按需进行工程项目升级改造等服务（以下简称“工程服务”）。具体工程服务内容（或承包范围）由业主方与施工方签订的具体施工合同予以确定。

二、定价方式

1、甲、乙双方根据公平合理原则协商同意，施工方为工程项目提供工程服务的结算价计算方式为：工程建设成本价+工程建设成本价×10%（上下浮动不超过1%，即9%~11%之间）。具体工程项目的合同价及款项支付方式由业主方与施工方签订的施工合同予以确定。此处的工程建设成本价包括工程项目在具体施工过程中发生的人工、材料、工程和机械设备费用、管理费用、规费等工程必要成本以及施工方应承担的增值税及附加税费。

2、业主方向施工方支付施工合同项下之款项后，由施工方向业主方提供相应的合法有效的发票。

3、甲、乙双方同意，在2024年9月1日至2025年8月31日、2025年9月1日至2026年8月31日、2026年9月1日至2027年8月31日，上述第

1 项中施工方因提供工程服务而取得的对价合计分别不超过人民币 5 亿元、人民币 3.6 亿元及人民币 2.6 亿元。双方应尽合理努力确保前述上限不被超出，如因业务需要需上调前述上限，双方应遵守《香港联合交易所有限公司证券上市规则》（“《上市规则》”）相关规定（如适用）。

三、陈述和保证

1、甲、乙双方保证其均为依照中国法律合法设立并有效存续的有限责任公司，且双方均具有相应的民事行为能力，并具备充分的权限签署和履行本协议。

2、乙方承诺及保证，遵守本协议中的各项约定，确保施工方按照有关标准、规定、程序和服务范围及内容，承担和完成业主方委托之每一个工程项目的服务工作。

3、乙方承诺及保证，施工方提供工程服务应满足中国法律法规规定的程序和条件，并依照一般商业条款以公平合理原则与业主方就每一个具体的工程项目签订具体的施工合同；具体施工合同受本协议约束（尤其是费用的确定须按照本协议第二条之约定厘定），且其条款须等同或优于业主方可自其他第三方所获之条款。

4、乙方承诺及保证，将尽合理努力向甲方之核数师提供合理协助（包括提供相关信息及文件）以核查本协议下相关交易记录（包括但不限于账目记录），以确保甲方能够履行《上市规则》（如适用）及其他适用法律法规下的责任。同时，当甲方提出合理要求时，在合理时限内，乙方将协调各施工方向甲方提供相关要求的资料及文件。

5、甲方承诺及保证，其将确保业主方按照本协议及具体施工合同的约定支付各相关款项。

四、其他

1、本协议适用中国法律。因履行本协议而发生的争议，甲、乙双方应协商解决，协商不成的，应将争议提交甲方所在地有管辖权的人民法院诉讼解决。

2、本协议自甲、乙方法定代表人或授权代表签字并加盖公章，以及天立国际控股有限公司之特别股东大会审批通过之日（以较后者为准）起生效，有效期至 2027 年 8 月 31 日。自本协议生效之日起，甲、乙双方于 2021 年 9 月 9 日签订之《项目合作框架协议》终止。



3、为免疑惑，本协议并不构成甲方委聘乙方提供工程服务，或乙方向甲方提供工程服务之义务，业主方将就具体工程项目依据适用法律法规，通过商业谈判或招投标程序选择工程服务供应商。如就具体工程项目，双方同意由施工方提供工程服务的，施工方及业主方应按本协议签署具体施工合同。

4、本合同正本一式贰份，甲方和乙方各执正本壹份，均具有同等法律效力。

(以下无正文)

甲方（盖章）：



法定代表人（签字）：



乙方（盖章）：



法定代表人（签字）：



签署日期：2024年7月17日



项目合作框架协议之补充协议

甲方：神州天立教育投资有限责任公司

乙方：四川南苑建设有限公司

鉴于：

1. 甲、乙双方于 2024 年 7 月 17 日签订了一份《项目合作框架协议》（以下简称“《原框架协议》”），约定由乙方或乙方附属子公司（以下简称“施工方”）向甲方或甲方附属子公司或甲方附属学校（以下简称“业主方”）提供学校新建、扩建、改建等工程项目（以下简称“工程项目”）的相关服务。

2. 因甲方战略调整等综合因素，甲、乙双方现协商一致，同意就工程项目相关事宜进行补充约定。

据此，甲、乙双方基于合作共赢、诚实信用之基本原则，达成补充约定如下，以资共同信守。

一、甲、乙双方同意完全删除《原框架协议》第二条第 3 款，并替换为以下内容：

「3、甲、乙双方同意，在 2024 年 9 月 1 日至 2025 年 8 月 31 日、2025 年 9 月 1 日至 2026 年 8 月 31 日、2026 年 9 月 1 日至 2027 年 8 月 31 日，上述第 1 项中施工方因提供工程服务而取得的对价合计分别不超过人民币 3.1 亿元、人民币 2.1 亿元及人民币 1.7 亿元。双方应尽合理努力确保前述上限不被超出，如因业务需要需上调前述上限，双方应遵守《香港联合交易所有限公司证券上市规则》（“《上市规则》”）相关规定（如适用）。」



二、本补充协议系《原框架协议》之组成部分，与《原框架协议》具有同等法律效力。除本补充协议第一条的约定事项外，《原框架协议》项下的其余条款保持不变，且同样适用于本补充协议。如本补充协议与《原框架协议》存在不一致之处，则不一致之处均以本补充协议为准。若有未尽事宜，双方应经友好协商达成书面协议。

三、本补充协议一式贰份，甲方和乙方各执正本壹份，均具有同等法律效力。

(以下无正文)

甲方（盖章）：



法定代表人（签字）：



乙方（盖章）：



法定代表人（签字）：



签署日期：2024 年 8 月 16 日





天立国际控股有限公司
Tianli International Holdings Limited

(於開曼群島註冊成立的有限公司)

(股份代號：1773)

執行董事：

羅實先生(主席)

王銳先生

註冊辦事處：

89 Nexus Way, Camana Bay

Grand Cayman KY1-9009

Cayman Islands

非執行董事：

章文藻先生

潘平先生

香港主要營業地點：

香港灣仔

皇后大道東248號

大新金融中心

40樓

獨立非執行董事：

廖啟宇先生

楊東先生

程益群先生

敬啟者：

(1) 持續關連交易

二零二四年學校建設框架協議及二零二四年學校建設補充框架協議；

(2) 建議修訂現有大綱及細則及建議採納新大綱及細則；

及

(3) 股東特別大會通告

(1) 持續關連交易 – 二零二四年學校建設框架協議及二零二四年學校建設補充框架協議

A. 背景

茲提述：(i)本公司日期為二零二一年九月九日之公告及本公司日期為二零二一年九月二十日之通函，內容有關天立教育與南苑建設訂立二零二一年學校建設框架協議，據此，南苑建設將向天立教育及其附屬公司和學校提供建設相關服務；及(ii)本公司日期為二零二四年七月十七日及二零二四年八月十六日分別有關訂立二零二四年學校建設框架協議及二零二四年學校建設補充框架協議之公告。

由於二零二一年學校建設框架協議將於二零二四年八月三十一日屆滿，鑒於業務需要及持續與南苑建設進行現有交易的裨益，董事會建議尋求獨立股東批准訂立二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限。

二零二四年學校建設框架協議及二零二四年學校建設補充框架協議的主要條款載列如下：

B. 二零二四年學校建設框架協議及二零二四年學校建設補充框架協議

日期

二零二四年七月十七日及二零二四年八月十六日

訂約方

- (1) 天立教育；及
- (2) 南苑建設。

主體事項

根據二零二四年學校建設框架協議／二零二四年學校建設補充框架協議，南苑建設或其附屬公司將就天立教育或其附屬公司或學校的學校建設、擴建及改建項目提供建設相關服務，包括但不限於規劃及設計服務、驗收及移交服務、缺陷修復及保修服務、升級和改造服務等。實際服務範圍將在南苑建設或其附屬公司與天立教育或其附屬公司或學校將訂立的具體合約中訂明。天立教育與南苑建設在二零二四年學校建設框架協議／二零二四年學校建設補充框架協議下的安排為非獨家的安排。

年期

二零二四年學校建設框架協議／二零二四年學校建設補充框架協議的有效期限自二零二四年九月一日起至二零二七年八月三十一日止，為期三年。

先決條件

二零二四年學校建設框架協議／二零二四年學校建設補充框架協議須根據上市規則待獨立股東批准方為有效。

定價政策

根據二零二四年學校建設框架協議／二零二四年學校建設補充框架協議，南苑建設或其附屬公司將收取的服務費將視乎當前市場情況按實際成本加實際成本9%至11%的溢價收取。實際成本包括有關項目建設(如勞工、材料、設備及項目管理與規劃)所產生的全部成本及由南苑建設或其附屬公司應承擔的增值稅項及附加稅費。

董事會已根據(其中包括)有關轉讓定價的適用法規及指引以及選定市場可比較公司(定義見下文)來考慮有關市場溢價幅度。本公司已識別6家可比較公司(「選定市場可比較公司」)，該等公司(i)主要在中國作為主承包商或總承包商從事提供建築服務，及(ii)所擁有股份在聯交所主板或上海證券交易所上市及買賣，而上述選定市場可比較公司亦由獨立財務顧問識別，並與獨立財務顧問所進行的研究及分析一致。

選定市場可比較公司載列如下：

公司名稱	上市地	主要業務活動	溢價(附註)
實業集團股份有限公司	聯交所主板 (股份代號：2355)	提供建築服務	9.1%
滄海控股有限公司	聯交所主板 (股份代號：2017)	建築工程	8.1%
中天建設(湖南)集團有限公司	聯交所主板 (股份代號：2433)	建築承包	12.5%
中國冶金科工股份有限公司	上海證券交易所 (股份代號：601618)	樓宇建設	10.4%
上海建工集團股份有限公司	上海證券交易所 (股份代號：600170)	樓宇建設	9.4%
陝西建工集團股份有限公司	上海證券交易所 (股份代號：600248)	建築工程	11.5%

附註：溢價乃根據選定市場可比較公司各自最近刊發的年報，按毛利除以銷售成本計算。

選定市場可比較公司收取的溢價介乎約8.1%至12.5%，而溢價的平均數及中位數分別約為10.2%及9.9%。因此，董事會認為上述二零二四年學校建設框架協議／二零二四年學校建設補充框架協議項下的溢價百分比範圍屬於該市場範圍內，且與選定市場可比較公司所收取溢價的平均數及中位數相若。

經審閱二零二四年學校建設框架協議、二零二四年學校建設補充框架協議及其他相關文件後以及基於本公司確認定價的方式，本公司的中國法律顧問認為，二零二四年學校建設框架協議／二零二四年學校建設補充框架協議項下擬進行交易的定價符合有關轉讓定價交易的適用中國法規及指南，包括《企業所得稅法（2018修正）》、《中華人民共和國稅收徵收管理法（2015修正）》、《特別納稅調整實施辦法（試行）》及《特別納稅調查調整及相互協商程序管理辦法》。

過往年度上限及交易金額

下表載列截至二零二四年八月三十一日止三個年度的過往年度上限，以及截至二零二三年八月三十一日止兩個年度及截至二零二四年六月三十日止十個月本公司與南苑建設根據二零二一年學校建設框架協議的過往交易金額：

	截至 二零二二年 八月三十一日 止年度 (人民幣千元)	截至 二零二三年 八月三十一日 止年度 (人民幣千元)	截至 二零二四年 八月三十一日 止年度 (人民幣千元)
年度上限	1,500,000	750,000	600,000
	截至 二零二二年 八月三十一日 止年度 (人民幣千元)	截至 二零二三年 八月三十一日 止年度 (人民幣千元)	截至 二零二四年 六月三十日 止十個月 (人民幣千元)
過往交易金額	618,468	84,861	190,280

截至二零二四年八月三十一日止三個年度各自的年度上限並無被超越。

截至二零二三年八月三十一日止兩個年度及截至二零二四年八月三十一日止年度，二零二一年學校建設框架協議項下的年度上限的利用率較低，主要是由於釐定二零二一年學校建設框架協議項下的建議年度上限時，本集團原計劃於二零二一年九月至二零二四年八月止三年內每年開設約五至十所學校。然而，中國國務院於二零二一年修訂《中華人民共和國民辦教育促進法實施條例》，規定(a)禁止社會組織和個人透過併購、協議或任何其他方式，來控制提供義務教育的民辦學校及提供學前教育的非營利性民辦學校；及(b)禁止提供義務教育的民辦學校與涉及利益人士進行交易。據此，本集團已調整業務策略，轉型專注於高中學校的發展以及為委託學校提供管理服務。因此，截至二零二三年八月三十一日止兩個年度及截至二零二四年八月三十一日止年度，本集團對新學校建設的需求大幅減少，導致本公司與南苑建設在二零二一年學校建設框架協議項下的交易少於預期。

截至二零二七年八月三十一日止三個年度的年度上限

下表載列截至二零二七年八月三十一日止三個財政年度二零二四年學校建設框架協議的年度上限（經二零二四年學校建設補充框架協議更新）：

	截至 二零二五年 八月三十一日 止年度 (人民幣千元)	截至 二零二六年 八月三十一日 止年度 (人民幣千元)	截至 二零二七年 八月三十一日 止年度 (人民幣千元)
年度上限	310,000	210,000	170,000

釐定年度上限的基準

上述年度上限乃主要由天立教育與南苑建設經參考(其中包括)以下因素經公平磋商後釐定：

- (i) 上述就南苑建設提供的服務而言，截至二零二三年八月三十一日止兩個財政年度各年及截至二零二四年六月三十日止十個月的過往服務費。預期本集團將會繼續委聘南苑建設或其附屬公司，以建設學校並於未來數年按照以下詳述的本集團穩健的擴建計劃進行改善及擴建工程。本集團預期將於截至二零二五年八月三十一日止年度開設約一所學校(將由本集團投入資金建設)；
- (ii) 每所學校的平均過往實際建設成本、將建設學校的特點(包括但不限於地區、校園容量及功能)以及當地經濟狀況；及
- (iii) 南苑建設或其附屬公司就本集團開發中學校將予提供的建設工程而產生的預期服務費，已計及預期通脹及開發成本增加。

根據本公司目前的擴建計劃，下表載列(i)本集團計劃於未來三年內委聘南苑建設或其附屬公司提供建設服務的相關學校項目；及(ii)截至二零二七年八月三十一日止三個年度各年分別就該等學校項目所提供服務而估計應向南苑建設或其附屬公司支付的建設服務費：

學校項目	估計服務費 (人民幣千元)		
	截至 二零二五年 八月三十一日 止年度	截至 二零二六年 八月三十一日 止年度	截至 二零二七年 八月三十一日 止年度
運營中學校			
6所學校的擴建工程	50,000	160,000	110,000
學校的維修改造工程	40,000	50,000	60,000
規劃中學校			
建設1所新學校(將由本集團投入資金建設)	220,000	—	—
總計	310,000	210,000	170,000

上述時間表乃根據本公司的現有計劃及估計而定，可根據實際情況予以變動。

股東及有意投資者應注意，年度上限不應詮釋為本公司對本集團未來收益的保證或預測。

訂立二零二四年學校建設框架協議／二零二四年學校建設補充框架協議的理由及裨益

考慮到(i)南苑建設於物業開發及建設方面的經驗及聲譽；(ii)南苑建設向我們學校提供建設服務的往績記錄，尤其是其準時交樓的可靠性以及挑選合適的分承建商及對其進行有效管理的能力；(iii)南苑建設對學校建設有深厚認識，董事會認為建設學校相對於建設一般住宅或商業物業而言需要特定設計；及(iv)本集團作為學校經營者的需求，董事會認為，委聘南苑建設及訂立二零二四年學校建設框架協議及二零二四年學校建設補充框架協議較委聘其他獨立承建商更為可靠及符合本集團及股東的最佳利益。

鑒於以上理由，董事（包括獨立董事委員會成員（彼等在考慮獨立財務顧問的意見後達致之意見載於本通函「獨立董事委員會函件」一節），而不包括羅實先生（彼於二零二四年學校建設框架協議／二零二四年學校建設補充框架協議及其項下擬進行的交易中擁有重大權益））認為，二零二四年學校建設框架協議及二零二四年學校建設補充框架協議乃在本集團一般及日常業務過程中按正常商業條款經公平磋商後訂立，而二零二四年學校建設框架協議／二零二四年學校建設補充框架協議的條款及年度上限屬公平合理，並符合本公司及其股東之整體利益。

羅實先生（為執行董事）於二零二四年學校建設框架協議／二零二四年學校建設補充框架協議及其項下擬進行的交易中擁有重大權益，因此已就相關董事會決議案放棄投票。除上文披露者外，概無董事曾經或被認為於二零二四年學校建設框架協議／二零二四年學校建設補充框架協議及其項下擬進行的交易中擁有任何重大權益，因此概無其他董事須就相關董事會決議案放棄投票。

C. 內部監控措施

本集團已實施充分的內部監控措施以監控其所有持續關連交易，包括（但不限於）定期向本集團的財務部及後勤管理部報告交易量以監控相關交易的年度上限，而本集團的後勤管理部、法務部及財務部等多個部門將負責該等措施的實施、監督及檢討。與南苑建設或其附屬公司訂立合約前，有關合約將分別由後勤管理部、法務部及財務部的部門主管以及行政總裁審閱及批准。與南苑建設或其附屬公司訂立的每份合約的服務費及溢價將由本集團財務部審閱，以確保(i)南苑建設或其附屬公司收取的服務費不遜於獨立第三方向本集團提供的收費率（即根據在定價方面的優點及競爭力，南苑建設或其附屬公司應為最合適的服務供應商）；及(ii)南苑建設或其附屬公司收取之溢價如二零二四年學校建設框架協議所述般介乎9%至11%之間。

此外，本公司的外部核數師及獨立非執行董事將對二零二四年學校建設框架協議／二零二四年學校建設補充框架協議項下擬進行的交易進行年度審核，並根據上市規則提供年度確認書，證明該等交易乃按照相關協議的條款及適用定價政策及根據正常商業條款進行，並符合本公司及其股東之整體利益。本集團的後勤管理部負責定期統計及審閱與南苑建設及其附屬公司的交易金額，以監察及確保不會超出年度上限。尤其是，本集團的後勤管理部每月與南苑建設進行會議，詳細討論各個項目的產值，並追蹤該等項目的可變成本及交易金額數據。本公司至少每六個月評估一次年度上限的使用情況，以合理估計年度交易總額並將其控制在相關年度上限之內。

本集團將繼續採取若干措施以保障獨立股東的利益。該等措施包括採用獨立機制來規管及監督本公司篩選有意競標者的程序，據此，本公司設立由獨立非執行董事委任（並向其負責）的成員組成的內部標書審閱委員會，負責審閱標書的條款及條件、確保遵守相關法律法規並篩除不合適的標書。本公司亦將進行抽樣檢查，並要求南苑建設提供有關南苑建設及／或其附屬公司根據二零二四年學校建設框架協議／二零二四年學校建設補充框架協議所產生的實際成本總額至少70%的證明／基礎文件（包括有

關收據及／或其他書面記錄)，務求確保在計算南苑建設或其附屬公司收取的服務費時所使用的實際成本金額準確無誤。

根據本集團的招標政策，本集團建設工程的所有潛在投標人均須遵守本集團維持的標準及系統投標審查程序，其適用於由關連人士及獨立第三方提交的標書。標準及系統性招標審查程序一般包括(i)接收潛在投標人的投標文件；(ii)投標文件初審；及(iii)評估潛在投標人的資質。經考慮有關建設工程的技術要求、潛在投標人的資質及經驗、建設項目的預計完工時間等因素後，本集團屆時將會列出三個潛在候選人。於三個潛在候選人中，本集團一般會選擇出價最低的投標人。

D. 有關訂約方的資料

本集團

本集團成立於二零零二年，為中國西部地區領先的綜合教育服務運營商。我們為客戶提供綜合教育管理與多樣化的服務。我們的業務遍及內蒙古、山東、河南、貴州、江西、浙江、雲南、甘肅、安徽、廣西、廣東、陝西、上海、重慶及湖北等地的36個城市。

天立教育

天立教育為於二零一三年四月十九日在中國成立的有限公司。該公司為本集團的主要營運附屬公司。於最後實際可行日期，天立教育由本公司全資擁有。

南苑建設

南苑建設為於二零零零年六月三十日在中國成立的有限公司，主要在中國從事建設住宅項目及學校綜合區。

自二零一五年以來，南苑建設已為本集團完成27個學校建設項目，全部均根據相關合約準時竣工。南苑建設向本集團提供建設服務方面並無任何重大延誤。南苑建設為本集團完成的主要學校建設項目包括成都市龍泉驛區天立學校、成都市郫都區天立學校、周口天立學校、五蓮天立學校、宜春天立學校、遵義市新蒲新區天立學校、保山市天立學校等。

於最後實際可行日期，南苑建設由天立控股全資擁有，而天立控股由羅實先生間接擁有約75.80%權益。概無其他最終實益自然擁有人持有天立控股不少於30%股權。

E. 上市規則的涵義

於最後實際可行日期，南苑建設由天立控股全資擁有，而天立控股由羅實先生間接擁有約75.80%權益。羅實先生為本公司執行董事、主席、行政總裁兼控股股東。因此，南苑建設為本公司的關連人士，故根據上市規則第十四A章，二零二四年學校建設框架協議／二零二四年學校建設補充框架協議及其項下擬進行的交易構成本公司的持續關連交易。

由於有關年度上限之一項或多項適用百分比率（定義見上市規則第14.07條）超過5%，二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限須遵守上市規則第十四A章有關申報、年度審核、公告、通函及獨立股東批准的規定。

將就各學校建設項目與南苑建設或其附屬公司訂立的合約性質為服務合約，據此，南苑建設或其附屬公司將作為總承建商向本集團提供項目管理服務以及將大部分建設工程分包予第三方分承建商。由於南苑建設或其附屬公司僅向本集團提供項目管理服務，而學校建設的定價乃按成本加成基準釐定，因此根據上市規則第十四章，將就各學校建設項目與南苑建設或其附屬公司訂立的合約不應被視為須予公佈的交易。

(2) 建議修訂現有大綱及細則以及建議採納新大綱及細則

茲提述本公司日期為二零二四年八月十六日的公告，內容有關建議修訂現有大綱及細則以及建議採納新大綱及細則。

為了（其中包括）(a)更新現有大綱及細則，使其符合上市規則所載有關擴大無紙化上市機制及上市發行人以電子方式發佈公司通訊的最新監管規定（自二零二三年十二月三十一日起生效），及(b)調整現有大綱及細則的措辭使其與開曼群島適用法律及上

市規則中的措辭更為一致，並納入若干整理修改，董事會建議對現有大綱及細則作出建議修訂。建議修訂的詳情載於本通函附錄二。此外，董事會亦建議採納新大綱及細則，納入及整合所有建議修訂，以取代及排除現有大綱及細則。

董事會認為，對現有大綱及細則作出建議修訂以及建議採納新大綱及細則，符合本公司及股東之整體利益。新大綱及細則（納入及整合所有建議修訂）須經股東在股東特別大會上以特別決議案方式批准後方可作實，並將在股東特別大會上通過相關特別決議案後即時生效。

現有大綱及細則以及新大綱及細則的中文版本乃英文版本的非官方翻譯。如有任何歧義，概以英文版本為準。

(3) 股東特別大會

本公司將於二零二四年九月二十七日（星期五）上午十時正假座中國廣東省深圳市福田區深南大道6005號金茂JW萬豪酒店3樓會議室4召開股東特別大會，以供獨立股東考慮及酌情批准(i)二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限；及(ii)建議修訂現有大綱及細則以及採納新大綱及細則。股東特別大會通告載於本通函第53至55頁。

本通函附奉股東在股東特別大會適用之代表委任表格。無論閣下能否出席股東特別大會，務請將隨附之代表委任表格按當中印備之指示填妥及簽署，並盡快交回本公司之香港股份過戶登記處香港中央證券登記有限公司之辦事處，地址為香港灣仔皇后大道東183號合和中心17M樓，惟無論如何不遲於股東特別大會或其任何續會指定舉行時間四十八小時前交回。填妥及交回代表委任表格後，閣下仍可依願親身出席股東特別大會或其任何續會，並於會上投票。

本公司已設立由全體獨立非執行董事（即廖啟宇先生、楊東先生及程益群先生）組成的獨立董事委員會，以考慮二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限，並向獨立股東就如何在股東特別大會上就有關二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限的普通決議案投票而提供意見及推薦建議。

滋博資本已獲委任並已獲獨立董事委員會批准為本公司獨立財務顧問，以就有關二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限向獨立董事委員會及獨立股東提供意見。

任何於二零二四年學校建設框架協議／二零二四年學校建設補充框架協議中擁有重大權益的股東須就於股東特別大會上提呈的相關決議案放棄投票。於最後實際可行日期，羅實先生擁有932,720,569股股份的權益（佔已發行股份約44.09%），其中：(i) 羅實先生亦已根據購股權計劃獲授30,000,000份購股權，賦予其權利可認購30,000,000股股份；(ii) 894,242,316股股份由Sky Elite Limited持有，於最後實際可行日期該公司由羅實先生全資擁有；(iii) 羅實先生已根據首次公開發售前受限制股份獎勵計劃獲授6,521,733股股份，而所有該等股份已於最後實際可行日期歸屬；及(iv) 羅先生的配偶涂孟軒女士已根據首次公開發售前受限制股份獎勵計劃獲授1,956,520股股份，而所有該等股份已於最後實際可行日期歸屬。羅實先生為本公司控股股東，並於二零二四年學校建設框架協議／二零二四年學校建設補充框架協議中擁有重大權益。因此，羅實先生及其聯繫人須於股東特別大會上就批准二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限的普通決議案放棄投票。

除上文披露者外，就董事經作出一切合理查詢後所知、所悉及所信，於最後實際可行日期，概無其他股東於二零二四年學校建設框架協議／二零二四年學校建設補充框架協議中擁有任何重大權益，亦無其他股東須在股東特別大會上就批准二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限的普通決議案放棄投票。

就董事經作出一切合理查詢後所知、所悉及所信，於最後實際可行日期，概無股東須就批准建議修訂及採納新大綱及細則的特別決議案放棄投票。

根據上市規則，獨立股東在股東特別大會上將就：(i) 所提呈批准二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限的普通決議案；及(ii) 所提呈批准建議修訂及採納新大綱及細則的特別決議案，以投票方式進行表決，而本公司將於股東特別大會舉行後公佈投票結果。

(4) 推薦建議

務請閣下垂注(i)載於本通函第19至20頁之獨立董事委員會函件，當中載有獨立董事委員會就二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限向獨立股東作出之推薦建議；(ii)載於本通函第21至37頁之獨立財務顧問函件，當中載有獨立財務顧問就二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限向獨立董事委員會及獨立股東提供之意見，以及獨立財務顧問達致有關意見所考慮之主要因素及理由；及(iii)本通函附錄一所載之其他資料。

羅實先生(為執行董事)於二零二四年學校建設框架協議／二零二四年學校建設補充框架協議及其項下擬進行的交易中擁有重大權益，因此已就相關董事會決議案放棄投票。除上文披露者外，概無董事曾經或被認為於二零二四年學校建設框架協議／二零二四年學校建設補充框架協議及其項下擬進行的交易中擁有任何重大權益，因此概無其他董事須就相關董事會決議案放棄投票。

董事(包括獨立董事委員會成員(彼等在考慮獨立財務顧問的意見後達致之意見載於本通函「獨立董事委員會函件」一節)，而不包括羅實先生(彼於二零二四年學校建設框架協議／二零二四年學校建設補充框架協議及其項下擬進行的交易中擁有重大權益))認為，二零二四年學校建設框架協議及二零二四年學校建設補充框架協議乃在本集團一般及日常業務過程中按正常商業條款經公平磋商後訂立，而二零二四年學校建設框架協議／二零二四年學校建設補充框架協議的條款及年度上限屬公平合理，並符合本公司及其股東之整體利益。

因此，獨立董事委員會建議，獨立股東於股東特別大會表決贊成批准二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限之普通決議案。

因此，董事會（包括獨立非執行董事）亦建議，獨立股東於股東特別大會表決贊成批准二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限之普通決議案。

董事會（包括獨立非執行董事）認為，批准建議修訂以及採納將在股東特別大會上提呈的新大綱及細則之特別決議案符合本公司及股東之整體利益。因此，董事會建議股東於股東特別大會表決贊成該特別決議案。

此致

列位股東 台照

代表董事會
天立國際控股有限公司

羅實
主席、執行董事兼行政總裁
謹啟

二零二四年九月六日



天立国际控股有限公司
Tianli International Holdings Limited

(於開曼群島註冊成立的有限公司)

(股份代號：1773)

敬啟者：

持續關連交易
二零二四年學校建設框架協議
及二零二四年學校建設補充框架協議

吾等茲提述本公司日期為二零二四年九月六日的通函(「通函」，本函件為其中部分)。除非文義另有所指，本函件所用詞彙與通函所定義者具相同涵義。

吾等已獲董事會委任成立獨立董事委員會，以考慮及就吾等認為二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限是否屬公平合理及是否符合本公司及股東的整體利益，向獨立股東提供意見。滋博資本已獲委任，以就上述事項向獨立董事委員會及獨立股東提供意見。

謹請閣下垂注載於本通函第5至18頁之董事會函件，以及載於本通函第21至37頁獨立財務顧問致獨立董事委員會及獨立股東之函件。亦請閣下垂注本通函附錄一所載之其他資料。

經考慮二零二四年學校建設框架協議及二零二四年學校建設補充框架協議的條款及滋博資本就此提供的意見後，吾等認為二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限屬公平合理，而二零二四年學校建設框架協議及二零二四年學校建設補充框架協議乃在本集團的一般及日常業務過程中按正常商業條款訂立，且符合本公司及股東之整體利益。

因此，吾等建議獨立股東於股東特別大會上投票贊成批准訂立二零二四年學校建設框架協議／二零二四年學校建設補充框架協議、其項下擬進行的交易及年度上限的普通決議案。

此致

列位獨立股東 台照

代表
獨立董事委員會

楊東先生

廖啟宇先生
獨立非執行董事
謹啟

程益群先生

二零二四年九月六日

6 September 2024

To the Independent Board Committee and the Independent Shareholders

Tianli International Holdings Limited
40th Floor
Dah Sing Financial Centre
No. 248 Queen's Road East
Wanchai, Hong Kong

Dear Sir or Madam,

**CONTINUING CONNECTED TRANSACTION
2024 SCHOOL CONSTRUCTION FRAMEWORK AGREEMENT
AND
2024 SCHOOL CONSTRUCTION SUPPLEMENTAL
FRAMEWORK AGREEMENT**

INTRODUCTION

We refer to our appointment as the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) and the transactions contemplated thereunder (the “**Transactions**”), details of which are set out in the “Letter from the Board” (the “**Letter from the Board**”) contained in the circular issued by the Company to the Shareholders dated 6 September 2024 (the “**Circular**”), of which this letter forms a part of. Unless the context otherwise requires, capitalised terms used in this letter shall have the same meanings as those defined in the Circular.

On 9 September 2021, the Company and Nanyuan Construction entered into the 2021 School Construction Framework Agreement, pursuant to which Nanyuan Construction shall provide construction-related services to Tianli Education and its subsidiaries and schools for a term of three years from 1 September 2021 to 31 August 2024. With a view to continuing the transactions thereunder, on 17 July 2024, the Board has resolved to renew the 2021 School Construction Framework Agreement and the Company has entered into the 2024 School Construction Framework Agreement with Nanyuan Construction for a term of three years from 1 September 2024 to 31 August 2027. On 16 August 2024, the Company and Nanyuan Construction entered into the 2024 School Construction Supplemental Framework Agreement to revise the proposed annual caps under the 2024 School Construction Framework Agreement.

As at the Latest Practicable Date, Nanyuan Construction is wholly owned by Tianli Holding, which in turn is indirectly owned as to approximately 75.80% by Mr. Luo Shi. Mr. Luo Shi is an executive Director, the chairman, the chief executive officer and a controlling shareholder of the Company. As such, Nanyuan Construction is a connected person of the Company under Chapter 14A of the Listing Rules. Accordingly, the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) and the transactions contemplated thereunder constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) in respect of the Annual Caps exceed 5%, the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement), the transactions contemplated thereunder and the Annual Caps are subject to the requirements of reporting, annual review, announcement, circular and the Independent Shareholders' approval under Chapter 14A of the Listing Rules.

In view of Mr. Luo Shi's interests in the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement), Mr. Luo Shi and his associates shall abstain from voting on the ordinary resolution to be proposed at the EGM to approve the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) and the transactions contemplated thereunder (including the Annual Caps). Save as disclosed herein, none of the other Shareholders shall abstain from voting on the resolutions in relation to the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) and the transactions contemplated thereunder (including the Annual Caps) at the EGM.

The Independent Board Committee, comprising all the three independent non-executive Directors, namely Mr. Liu Kai Yu Kenneth, Mr. Yang Dong and Mr. Cheng Yiqun, has been formed to advise the Independent Shareholders on (i) whether the entering into the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) is conducted in the ordinary and usual course of the Group; and (ii) whether the terms of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) (including the Annual Caps) are on normal commercial terms which are fair and reasonable so far as the Independent Shareholders are concerned and in the interests of the Company and the Shareholders as a whole, and as to voting. We, Rainbow Capital, have been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in the same regard.

As at the Latest Practicable Date, we did not have any relationships or interests with the Group or Nanyuan Construction that could reasonably be regarded as relevant to our independence. In the last two years, there was no engagement between the Group or Nanyuan Construction and us. Apart from normal professional fees paid or payable to us in connection with this appointment as the Independent Financial Adviser, no other arrangements exist

whereby we had received any fees or benefits from the Group or any other party to the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement). Accordingly, we are independent from the Company pursuant to the requirement under Rule 13.84 of the Listing Rules and therefore we are qualified to give independent advice in respect of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) (including the Annual Caps).

BASIS OF OUR OPINION

In formulating our opinion and advice, we have relied on (i) the information and facts contained or referred to in the Circular; (ii) the information supplied by the Group; (iii) the opinions expressed by and the representations of the Directors and the management of the Group; and (iv) our review of the relevant public information. We have assumed that all the information provided and representations and opinions expressed to us or contained or referred to in the Circular were true, accurate and complete in all respects as at the date thereof and may be relied upon. We have also assumed that all statements contained and representations made or referred to in the Circular are true at the time they were made and continue to be true as at the Latest Practicable Date and all such statements of belief, opinions and intentions of the Directors and the management of the Group and those as set out or referred to in the Circular were reasonably made after due and careful enquiry. We have no reason to doubt the truth, accuracy and completeness of the information and representations provided to us by the Directors and the management of the Group. We have also sought and received confirmation from the Directors that no material facts have been withheld or omitted from the information provided and referred to in the Circular and that all information or representations provided to us by the Directors and the management of the Group are true, accurate, complete and not misleading in all respects at the time they were made and continued to be so until the date of the Circular.

We consider that we have reviewed sufficient information currently available and corroborated and substantiated any public information referred to in this letter to reach an informed view and to justify our reliance on the accuracy of the information contained in the Circular so as to provide a reasonable basis for our recommendation. We have not, however, carried out any independent verification of the information provided, representations made or opinion expressed by the Directors and the management of the Group, nor have we conducted any form of in-depth investigation into the business, affairs, operations, financial position or future prospects of the Group, or any of its respective substantial shareholders, subsidiaries or associates.

PRINCIPAL FACTORS AND REASONS CONSIDERED

In arriving at our opinion and recommendation on the terms of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) (including the Annual Caps), we have taken into account the principal factors and reasons set out below:

1. Information of the Group and Nanyuan Construction

(i) *The Group*

Established in 2002, the Group is a leading comprehensive education service provider in Western region of the PRC with principal business of providing comprehensive education management and diversified services.

With a strong presence in Sichuan province where the Group is based in, its school spans across 36 cities in Inner Mongolia, Shandong, Henan, Guizhou, Jiangxi, Zhejiang, Yunnan, Gansu, Anhui, Guangxi, Guangdong, Shaanxi, Shanghai, Chongqing and Hubei. As at 29 February 2024, the Group principally provided students with comprehensive education services in 50 schools.

As disclosed in the interim report of the Group (the “**2024 Interim Report**”) for the six months ended 29 February 2024 (“**6M2024**”), the Group’s revenue has increased by approximately 73.8% from approximately RMB946.6 million for the six months ended 28 February 2023 (“**6M2023**”) to approximately RMB1,645.4 million for 6M2024, primarily attributable to (a) the increase in revenue from comprehensive educational services by approximately 64.4% mainly due to the increase in high school students enrollment and the end of the pandemic which led to a significant growth in the study tour business during the period; and (b) the increase in revenue from sales of products by approximately 188.7% mainly due to the increase in the supply and sales of agricultural and sideline products through the integration of channel resources and logistics system. In line with the increase in revenue, the Group’s profit attributable to the Shareholders has increased by approximately 67.8% from approximately RMB172.2 million for 6M2023 to approximately RMB288.9 million for 6M2024. Looking forward, the Group will adhere to its strategic expansion nationwide through expansion of optimisation with a focus of for-profit high schools.

(ii) *Nanyuan Construction*

Nanyuan Construction is a limited liability company established in the PRC on 30 June 2000 and is principally engaged in the construction of residential projects and school complexes in the PRC.

Nanyuan Construction has completed 27 school construction projects for the Group since 2015, all of which were completed in a timely manner in accordance with the relevant contracts. There has not been any material delay in the provision of construction services by Nanyuan Construction to the Group. The key school construction projects completed by Nanyuan Construction for the Group include Chengdu Longquanyi District Tianli School* (成都市龍泉驛區天立學校), Chengdu Pidu District Tianli School* (成都市郫都區天立學校), Zhoukou Tianli School* (周口天立學校), Wulian Tianli School* (五蓮天立學校), Yichun Tianli School* (宜春天立學校), Zunyi Xinpu New District Tianli School* (遵義市新蒲新區天立學校) and Baoshan Tianli School* (保山市天立學校), etc.

As at the Latest Practicable Date, Nanyuan Construction is wholly owned by Tianli Holding, which in turn is indirectly owned as to approximately 75.80% by Mr. Luo Shi. There is no other ultimate beneficial natural person owner who holds not less than 30% of equity interest in Tianli Holding.

2. Reasons for and benefits of the entering into of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement)

On 9 September 2021, the Company and Nanyuan Construction entered into the 2021 School Construction Framework Agreement, pursuant to which Nanyuan Construction shall provide construction-related services to Tianli Education and its subsidiaries and schools for a term of three years from 1 September 2021 to 31 August 2024.

As disclosed in the Letter from the Board, taking into account (i) Nanyuan Construction's experience and reputation in property development and construction; (ii) Nanyuan Construction's track record in providing construction services to the Group's schools, particularly its reliability in delivering completed properties in a timely manner and its ability to select appropriate sub-contractors and manage them effectively; (iii) Nanyuan Construction's in depth understanding of school construction, which the Board considers to be relatively more customised than the construction of typical residential or commercial properties; and (iv) the Group's needs as a school operator, the Board is of the view that engaging Nanyuan Construction instead of engaging other independent contractors is more reliable and is of the best interests of the Group and its Shareholders.

As the 2021 School Construction Framework Agreement will expire on 31 August 2024, with a view to continuing the construction services to be provided by Nanyuan Construction, the Board has resolved on 17 July 2024 to enter into the 2024 School Construction Framework Agreement with Nanyuan Construction to renew the term for a term of three years ending 31 August 2027. On 16 August 2024, the Company and Nanyuan Construction entered into the 2024 School Construction Supplemental Framework Agreement to revise the proposed annual caps under the 2024 School Construction Framework Agreement. Given the background of Nanyuan Construction and the fact the price and quality of deliverables of Nanyuan Construction will be under constant review, and the Group will consider to replace Nanyuan Construction if it is able to source a supplier who is able to deliver better quality construction

at a lower price, we concur with the Directors that the continuous provision of construction services by Nanyuan Construction to the Group would enable the Group to facilitate the construction and development of schools, thereby further enhance the Group's capacity in providing comprehensive education services.

Based on the above, we concur with the Directors that the entering into of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) and the transactions contemplated thereunder are conducted in the ordinary and usual course of business of the Group and are in the interests of the Company and the Shareholders as a whole.

3. Principal terms of the 2024 School Construction Framework Agreement and the 2024 School Construction Supplemental Framework Agreement

Details of the terms of the 2024 School Construction Framework Agreement and the 2024 School Construction Supplemental Framework Agreement are set out in the Letter from the Board, which are summarised as follows:

Date	:	17 July 2024 and 16 August 2024
Parties	:	(i) Tianli Education; and (ii) Nanyuan Construction
Subject matter	:	Pursuant to the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement), Nanyuan Construction or its subsidiaries shall provide construction-related services, including but not limited to planning and design services, inspection, acceptance and handover services, defect repairs and maintenance services, upgrade and reform services etc., in respect of school construction, expansion and alteration projects of Tianli Education or its subsidiaries or schools. The actual scope of services shall be determined in the specific contracts to be entered into between Nanyuan Construction or its subsidiaries and Tianli Education or its subsidiaries or schools. The arrangement between Tianli Education and Nanyuan Construction under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) is non-exclusive.

- Term : The 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) will be valid for a term of three years from 1 September 2024 to 31 August 2027.
- Conditions precedent : The effectiveness of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) is subject to the Independent Shareholders' approval in accordance with the Listing Rules.
- Pricing policies : Under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement), service fees to be charged by Nanyuan Construction or its subsidiaries will be the actual costs plus a premium in the range of 9% to 11% of the actual costs, depending on the prevailing market circumstances. The actual costs include all costs incurred in relation to the construction of the project (such as labour, materials, equipment, and project management and planning) and value-added tax and additional taxes payable by Nanyuan Construction or its subsidiaries.

The Board has considered the market range of premium which is based on, among other things, applicable regulations and guidance on transfer pricing, as well as selected market comparables. The Board is of the view that the abovementioned premium percentage range under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) is within such market range.

Having reviewed the 2024 School Construction Framework Agreement, the 2024 School Construction Supplemental Framework Agreement and other relevant documents, and based on the Company's confirmation on the method of pricing, the PRC legal advisor of the Company was of the view that the pricing of the transactions contemplated under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) has complied with the applicable PRC regulations and guidance on transfer pricing transactions, including Enterprise Income Tax Law (2018 Amendment) (《企業所得稅法(2018修正)》), Law of the PRC on the Administration of Tax Collection (2015 Amendment) (《中華人民共和國稅收徵收管理法(2015修正)》), Special Tax Adjustment Implementation Measures (Trial) (《特別納稅調整實施辦法(試行)》), and Special Taxation Survey Adjustment and Mutual Consultation Procedures Management Measures (《特別納稅調查調整及相互協商程序管理辦法》).

We have compared the terms of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) with those of the 2021 School Construction Framework Agreement and noted that except for the term, other terms of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) remain principally the same as those under the 2021 School Construction Framework Agreement, including but not limited to the scope of services and pricing policies.

For the purpose of assessing the fairness and reasonableness of the premium charged by Nanyuan Construction, we have, based on our search on Bloomberg and the website of the Stock Exchange, identified a list of companies (the "**Comparable Companies**") which (i) are principally engaged in the provision of building construction services as a main or general contractor in the PRC; and (ii) have their shares listed and traded in Hong Kong or the PRC. Based on the aforesaid criteria, we have identified 13 Comparable Companies, which represents an exhaustive list. Taking into account that the principal businesses of all the Comparable Companies are similar to the scope of services to be provided by Nanyuan Construction under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) (i.e. the provision of building construction services) in the same business location of Nanyuan Construction (i.e. the PRC) and the range of the premium of the Comparable Companies is not wide, we consider the Comparable Companies (i) are comparable to the scope of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement); and (ii) formed a fair and representative sample.

The following table sets out the details of the Comparable Companies:

Company name (stock code)	Principal activities	Premium (Note)
Baoye Group Company Limited (2355.HK)	Provision of construction service	9.1%
Hebei Construction Group Corporation Limited (1727.HK)	Construction	5.7%
Chanhigh Holdings Limited (2017.HK)	Building works	8.1%
Jujiang Construction Group Company Limited (1459.HK)	Construction engineering contracting	4.3%
Zhongtian Construction Hunan Group Limited (2433.HK)	Construction contracting	12.5%
China Tianbao Group Development Company Limited (1427.HK)	Construction contracting, property development and others	6.3%
China State Construction Engineering Corporation Limited (601668.CH)	Building construction	10.1%
Metallurgical Corporation of China Ltd. (601618.CH)	Building construction	10.4%
Shanghai Construction Group Co., Ltd. (600170.CH)	Building construction	9.4%
Shaanxi Construction Engineering Group Corporation Limited (600248.CH)	Construction engineering	11.5%
China Haisum Engineering Co., Ltd. (002116.CH)	Engineering contracting	16.4%
Long Yuan Construction Group Co., Ltd. (600491.CH)	Construction engineering	19.9%
Weiye Construction Group Co., Ltd. (300621.CH)	Construction engineering	5.3%
	Maximum	19.9%
	Minimum	4.3%
	Average	9.9%
	Median	9.4%

Source: Bloomberg and the website of the Stock Exchange

Note: The premium is calculated as the gross profit divided by cost of sales based on the respective latest annual report of the Comparable Companies.

As shown in the table above, the premium of the Comparable Companies ranged from approximately 4.3% to 19.9% with an average and median premium of approximately 9.9% and 9.4%, respectively. The premium charged by Nanyuan Construction (i.e. 9% to 11% of the actual costs) is close to both of the average and median premiums of the Comparable Companies.

Taking into account that (i) the premium charged by Nanyuan Construction is within the range and close to both of the average and median premiums of the Comparable Companies; (ii) the Group is able to replace Nanyuan Construction if it is able to source a supplier who is able to deliver better quality construction at a lower price; (iii) except for the term, other terms of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) remain principally the same as those under the 2021 School Construction Framework Agreement; and (iv) the Group has adopted sufficient and effective internal control measures to regulate the respective individual transactions to be conducted within the framework of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement), we consider the terms of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) are on normal commercial terms which are fair and reasonable.

4. Assessment of the Annual Caps

(i) Review of historical figures

Set out below are the historical annual caps and actual transaction amounts of the 2021 School Construction Framework Agreement for the periods indicated:

	For the year ended 31 August 2022 (RMB'000)	For the year ended 31 August 2023 (RMB'000)	For the year ended 31 August 2024 (RMB'000)
Existing annual caps	1,500,000	750,000	600,000
			190,280 (for the ten months ended 30 June 2024)
Actual transaction amounts	618,468	84,861	30 June 2024)
Utilisation rate	41.2%	11.3%	31.7%

As shown in the table above, the actual transaction amounts for the construction services provided by Nanyuan Construction to the Group under the 2021 School Construction Framework Agreement amounted to approximately RMB618.5 million, RMB84.9 million and RMB190.3 million for the two years ended 31 August 2023 and the ten months ended 30 June 2024, respectively, representing approximately 41.2%, 11.3% and 31.7% of the maximum annual caps for the three years ended 31 August 2024, respectively. As advised by the

management of the Group, such low utilisation rates in the aforesaid periods were primarily attributable to that when determining the proposed annual caps under the 2021 School Construction Framework Agreement, the Group originally planned to open approximately five to ten schools in each of the three years from September 2021 to August 2024. However, in 2021, the State Council of the PRC revised the “Implementation Rules for the Law for Promoting Privation Education” (《中華人民共和國民辦教育促進法實施條例》) which required that (a) social organisations and individuals are prohibited from controlling private schools that provide compulsory education and non-profit private schools that provide pre-school education by means of merger, acquisition or agreement control; and (b) private schools providing compulsory education are prohibited from conducting transactions with the related parties. In view of this, the Group has adjusted its business strategies and transformed to focus on the development of high schools and the provision of management services on entrusted schools. As such, the Group’s demand for constructing new schools has decreased significantly during the aforesaid periods.

(ii) Assessment of the Annual Caps

Pursuant to the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement), the Annual Caps for the construction services fees payable by the Group for each of the three years ending 31 August 2027 are set out below:

	For the year ending 31 August 2025 (RMB'000)	For the year ending 31 August 2026 (RMB'000)	For the year ending 31 August 2027 (RMB'000)
Annual caps	310,000	210,000	170,000

In assessing the reasonableness of the Annual Caps under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement), we have discussed with the management of the Group on the basis and assumptions underlying the projections for the construction services to be provided by Nanyuan Construction to the Group. As advised by the management of the Group, in determining the Annual Caps, they have taken into account, among others factors, (a) the historical service fees in respect of the services provided by Nanyuan Construction for each of the two financial years ended 31 August 2023 and the ten months ended 30 June 2024. It is contemplated that the Group will continue to engage Nanyuan Construction or its subsidiaries to construct schools and conduct improvement and expansion work in the next few years. The Group expects to open approximately one school (which will be invested and constructed by the Group) for the year ending 31 August 2025; (b) the average historical actual costs of construction for each school, the characters of the schools to be built including but not limited to area, capacity and function of the campus, and the local economic conditions; and (c) the expected service fees for construction work to be provided by Nanyuan Construction or its subsidiaries for the schools of the Group under development with anticipated inflation and increase in development costs.

We have discussed with the management of the Group on each of the above factors and their potential impacts on the Annual Caps and reviewed the relevant construction plan and calculations. As advised by the management of the Group, the estimated construction services fees payable by the Group are determined based on the construction needs on existing schools in operation and new schools under planning with reference to the historical amounts and expansion plan of the Group. Based on the above basis, the Annual Caps are then derived as the aggregate of (a) the estimated services fees for construction work to be provided by Nanyuan Construction for the expansion and maintenance of the Group's existing schools; and (b) the estimated services fees for construction works to be provided by Nanyuan Construction for the Group's new self-owned school.

We have been provided with the breakdown of the estimated expansion fees for each individual expansion project, the sum of which is the total expansion fees of approximately RMB50.0 million, RMB160.0 million and RMB110.0 million for the three years ending 31 August 2027, respectively. Based on our review, we noted that the breakdown for each project included the estimated construction area, design fees, costs of construction (such as labour, materials, equipment, and project management and planning), infrastructure fees, tax and a premium of approximately 10%. As the expansion fees are projected with reference to the actual costs and a premium of the actual costs, which are consistent with the pricing policies as stipulated under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement), we concur with the management of the Group on such basis of the projection. In respect of the estimated maintenance and renovation fees of approximately RMB40.0 million, RMB50.0 million and RMB60.0 million for the three years ending 31 August 2027, respectively, such fees are determined based on the number of schools currently under operation and management by the Group and the historical maintenance costs incurred on the schools. A premium of 10% is taken into account when determining the estimated maintenance and renovation fees. According to the 2024 Interim Report, as at 29 February 2024, the Group principally provided students with comprehensive education services in 50 schools. As (a) a standard school normally needs regular maintenance and repair to ensure the school's grounds, buildings, and all associated equipment are functional and safe; and (b) the maintenance and renovation costs shall increase along with the age of a school, especially for schools that have been put into operation for more than 10 years, we consider the estimated maintenance and renovation fees to be fair and reasonable.

Based on the current expansion plan of the Company, it is expected that one new self-owned school will be constructed in 2025 with construction fees of approximately RMB220.0 million for the year ending 31 August 2025. As discussed in the sub-section headed "1. Information of the Group and Nanyuan Construction – (i) the Group" above, driven by the increase in high school students enrollment and the end of the pandemic which led to a significant growth in the study tour business, the Group has experienced a significant increase in revenue from comprehensive educational services. In order to safeguard the sustainable development of the Group and to protect the long-term interests of the Company and its Shareholders, the Group will adhere to its strategic expansion nationwide through expansion of optimisation with a focus of for-profit high schools. Having considered the above, we

consider the estimated number of new self-owned school to be constructed by Nanyuan Construction to be justifiable. Upon further request, we have been provided with and reviewed the breakdown of the estimated construction fees of a standard high school which included the estimated construction area, number of classes, number of students, floor area per school, design fees, costs of construction (such as labour, materials, equipment, and project management and planning), consultation fees, tax and a premium of approximately 10%. As the construction fees are projected with reference to the actual costs and a premium of the actual costs, which are consistent with the pricing policies as stipulated under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement), we concur with the management of the Group on such basis of the projection.

In reviewing the Annual Caps under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement), we have also performed independent research on the industry outlook of private education sector in the PRC. According to the Ministry of Education of the PRC, the number of private high schools has increased from 3,216 in 2018 to 4,300 in 2022, representing a compound annual growth rate (“CAGR”) of approximately 7.5% from 2018 to 2022. In the meantime, the number of enrolments in private high schools has increased at a CAGR of approximately 11.0% from 3,282,687 in 2018 to 4,977,894 in 2022. In December 2022, the State Council of the PRC issued the “Outline of Strategic Planning for Boosting Domestic Demand (2022-2035)” (擴大內需戰略規劃綱要(2022-2035年)), which stressed the importance of strengthening education infrastructure, building national education system, and improving education quality. Having considered the growing demand on the private high school education and the relevant favourable government policies, we consider the Group’s expected future business growth and its corresponding requirements on the construction services to be reasonable. Generally speaking, in our opinion, it is in the interests of the Group and the Independent Shareholders to determine the Annual Caps in a way that can accommodate the potential growth of the Group’s business. Provided that the transactions contemplated under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) are subject to annual review by the independent non-executive Directors and auditors of the Company (as discussed below) as required under the Listing Rules, the Group would have desirable flexibility in conducting its businesses if the Annual Caps are tailored to the potential construction and expansion needs to support its future business growth.

Based on the above factors, we are of the view that the Annual Caps under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) are fair and reasonable.

5. Internal control measures of the Group

In order to protect the interests of the Shareholders, the Group has implemented adequate internal control measures to regulate the respective individual transactions to be conducted within the framework of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement), including (without limitation) the regular reporting of transaction volume to the Group's finance department and the logistics management department for monitoring the annual caps of the relevant transactions, where various departments including the construction department, the legal department and the finance department of the Group will be responsible for the implementation, monitoring and review of such measures. Before entering into a contract with Nanyuan Construction or its subsidiaries, such contract will be reviewed and approved by the department heads of the logistics management department, the legal department, the finance department and the chief executive officer, respectively. The service fees and premium of each contract with Nanyuan Construction or its subsidiaries will be reviewed by the Group's finance department, in order to ensure that (i) the service fees charged by Nanyuan Construction or its subsidiaries are no less favourable than those fee rates offered by independent third parties to the Group (i.e. Nanyuan Construction or its subsidiaries would be the most suitable service provider based on the merits and competitiveness in terms of pricing); and (ii) the premium charged by Nanyuan Construction or its subsidiaries is within 9% to 11% as stated under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement).

In addition, the Company's external auditors and independent non-executive Directors will conduct annual review of the transactions contemplated under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement), and provide annual confirmations in accordance with the Listing Rules that the transactions are conducted in accordance with the terms of the relevant agreements and the applicable pricing policies, on normal commercial terms, and in the interest of the Company and its Shareholders as a whole. The logistics management department of the Group is responsible for tallying up and reviewing the amounts of the transactions with Nanyuan Construction and its subsidiaries on a regular basis in order to monitor and ensure that the Annual Caps will not be exceeded. In particular, the logistics management department of the Group holds monthly meetings with Nanyuan Construction to discuss the output value of each project in detail, and track the data of variable costs and transaction amounts of such projects. The Company evaluates the utilization of the Annual Caps at least once every six months to arrive at a reasonable estimation of the total annual transaction amount and control the same to fall within the relevant Annual Cap.

The Group will continue to adopt certain measures to protect the interests of the Independent Shareholders. Such measures include the adoption of an independent mechanism to govern and monitor the selection process for the Company's potential bidders, pursuant to which an internal tender review committee comprising members appointed by (and held accountable to) the independent non-executive Directors is established for reviewing the terms and conditions of tenders, ensuring the compliance with the relevant laws and regulations and

screening out unsuitable tenders. The Company will also conduct sampling checks and require Nanyuan Construction to provide supporting/underlying documents (including the relevant receipts and/or other written records) in respect of at least 70% of the total actual costs incurred by Nanyuan Construction and/or its subsidiaries under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement), in order to ensure that the amounts of actual costs used to calculate the services fees to be charged by Nanyuan Construction or its subsidiaries are correct and accurate.

Pursuant to the Group's tender policy, all potential bidders for the Group's construction works are subject to a standard and systematic tender review procedure maintained by the Group, which applies to tenders submitted by both connected persons and independent third parties. The standard and systematic tender review procedure generally involves (i) receiving potential bidders' tender documents; (ii) initial review of the tender documents; and (iii) assessment of the potential bidders' credentials. Having considered factors including the technical requirements of the concerned construction work, the potential bidders' qualification and experience, the expected completion time of the construction projects, the Group will then shortlist three potential candidates. Out of the three potential candidates, the Group will generally select the bidder who offered the lowest bidding price.

In assessing whether the above internal control measures are put in place and effectively implemented, we have obtained and reviewed the relevant documentation regarding the approval of the agreements entered between the Group and Nanyuan Construction and noted that the transactions contemplated thereunder were properly authorised and monitored. We have further selected on a random basis and obtained and reviewed 11 samples of school construction services agreements between the Group and Nanyuan Construction entered into from 2021 to 2024 and noted that the premium of each aforementioned sample agreement was within 9% to 11%. As the total population of school construction services agreements between the Group and Nanyuan Construction entered into from 2021 to 2024 is 20 and therefore we have reviewed more than 50% of the total agreements, we consider the sample size is fair and reasonable. In addition, we have obtained and reviewed five sets of tender documents for the construction services entered by the Group during 2021 to 2024, with the winning bidder being Nanyuan Construction. As advised by the management of the Group, there was no tender for the construction services entered by the Group during 2021 to 2024, with the winning bidder being independent third parties. Based on our review of the tender documents, including but not limited to tendering announcements, successful candidates announcements, bid-winning notices and duly signed contracts, we noted that the Group had adhered to the internal procedures on tender process on construction services, and the winning tenders were generally selected based on, among others, the price of the tender being more favourable than the other tenders. Regarding the internal controls on checking the total actual costs incurred by Nanyuan Construction, we have obtained and reviewed six sets of settlement documents for the construction projects between the Group and Nanyuan Construction during 2021 to 2024. Based on our review of the settlement documents, including but not limited to the breakdown of construction costs, bank payment records made by Nanyuan Construction, sub-contracting and purchase agreements entered into between Nanyuan Construction and third party

contractors and suppliers, we noted that the Group had adhered to the internal procedures on checking the actual costs incurred by Nanyuan Construction. As such, we are of the view that the above internal control measure adopted by the Group for monitoring the transactions contemplated under the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) have been effectively implemented. Having considered the above, in particular (i) that the above internal control procedures which include price comparison by the Group with those offered by independent suppliers have been effectively implemented; (ii) the ongoing monitoring of the Transactions and the Annual Caps; and (iii) the requirements under the Listing Rules for the ongoing review by the independent non-executive Directors and the auditors of the Company of the terms of the Transactions and the Annual Caps, we concur with the Directors that appropriate and adequate internal control procedures are in place to ensure that the Transactions will be appropriately monitored and conducted on commercial terms that are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

6. Reporting requirements and conditions of the Transactions

Pursuant to Rules 14A.55 to 14A.59 of the Listing Rules, the Transactions are subject to the following annual review requirements:

- (i) the independent non-executive Directors must review the Transactions and confirm in the annual report and accounts that the Transactions have been entered into:
 - (a) in the ordinary and usual course of business of the Group;
 - (b) on normal commercial terms or better; and
 - (c) according to the agreements governing them on terms that are fair and reasonable and in the interests of the Shareholders as a whole;
- (ii) the Company must engage its auditors to report on the Transactions every year. The Company's auditors must provide a letter to the Board (with a copy to be provided to the Stock Exchange at least ten business days before the bulk printing of the Company's annual report) confirming whether anything has come to their attention that causes them to believe that the Transactions:
 - (a) have not been approved by the Board;
 - (b) were not, in all material respects, in accordance with the pricing policies of the Group if the Transactions involves the provision of goods or services by the Group;
 - (c) were not entered into, in all material respects, in accordance with the relevant agreements governing the Transactions; and

- (d) have exceeded the Annual Caps;
- (iii) the Company must allow, and ensure that the counter-parties to the Transactions allow, the Company's auditors sufficient access to their records for the purpose of the reporting on the Transactions as set out in paragraph (ii); and
- (iv) the Company must promptly notify the Stock Exchange and publish an announcement if the independent non-executive Directors and/or auditors of the Company cannot confirm the matters as required.

In light of the reporting requirements attached to the Transactions, in particular, (i) the restriction of the value of the Transactions by way of the Annual Caps; and (ii) the ongoing review by the independent non-executive Directors and the auditors of the Company of the terms of the Transactions and the Annual Caps not being exceeded, we are of the view that appropriate measures are in place to monitor the conduct of the Transactions and assist in safeguarding the interests of the Independent Shareholders.

OPINION AND RECOMMENDATION

Having taken into account the above principal factors and reasons, we consider that the terms of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) (including the Annual Caps) are on normal commercial terms which are fair and reasonable so far as the Independent Shareholders are concerned. We also consider that the entering into of the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) is in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole. We therefore advise the Independent Board Committee to recommend, and we ourselves recommend, the Independent Shareholders to vote in favour of the ordinary resolution to be proposed at the EGM to approve the 2024 School Construction Framework Agreement (as supplemented by the 2024 School Construction Supplemental Framework Agreement) (including the Annual Caps).

Yours faithfully,

For and on behalf of

Rainbow Capital (HK) Limited



Danny Leung

Managing Director

Mr. Danny Leung is a licensed person and a responsible officer of Rainbow Capital (HK) Limited registered with the Securities and Futures Commission to carry out type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities under the SFO. He has over ten years of experience in the corporate finance industry.

BY EMAIL

Tianli International Holdings Limited
40th Floor
Dah Sing Financial Centre
No. 248 Queen's Road East
Wanchai, Hong Kong

Attention: The Board of Directors

6 September 2024

Dear Sirs,


Re: Tianli International Holdings Limited (the "Company", together with its subsidiaries, the "Group") – Continuing connected transaction – 2024 school construction framework agreement and 2024 school construction supplemental framework agreement (the "Transaction")

We refer to the circular of the Company dated 6 September 2024 (the "**Circular**") in relation to, among others, the Transaction. Unless otherwise specified, capitalised terms used in this letter shall have the same meanings as defined in the Circular.

We hereby give, and confirm that we have not withdrawn, our written consent to the issue of the Circular with the inclusion of our letter of advice and references to our name in the form and context in which they respectively appear.

We hereby confirm that as at the Latest Practicable Date, we did not have any shareholding, directly or indirectly, in any member of the Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group, and we did not have any direct or indirect interests in any assets which have been, since 31 August 2023 (being the date to which the latest published audited consolidated financial statements of the Company were made up), acquired or disposed of by or leased to, or were proposed to be acquired, disposed of by or leased to, any member of the Group.

Yours faithfully,
For and on behalf of
Rainbow Capital (HK) Limited


Name: Danny Leung
Title: Managing Director