

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13E-3
(Amendment No. 3)

RULE 13e-3 TRANSACTION STATEMENT
(Pursuant to Section 13(e) of the Securities Exchange Act of 1934)

Tarena International, Inc.
(Name of the Issuer)

Tarena International, Inc.
Mr. Shaoyun Han
Kidedu Holdings Limited
Kidarena Merger Sub
Kidtech Limited
Ascendent Capital Partners III, L.P.
Connion Capital Limited
Learnington Limited
Moocon Education Limited
Techedu Limited
Titanium Education (Cayman) Limited
(Names of Persons Filing Statement)

Class A Ordinary Shares, par value \$0.001 per share
American Depositary Shares, each representing one Class A Ordinary Share
(Title of Class of Securities)

G8675B 105*
876108101**
(CUSIP Number)

Tarena International, Inc.
6/F, No. 1 Andingmenwai Street, Litchi Tower,
Chaoyang District, Beijing 100011,
People's Republic of China
Telephone: +86 10 6213 5687

Mr. Shaoyun Han
Kidedu Holdings Limited
Kidarena Merger Sub
Kidtech Limited
Connion Capital Limited
Learnington Limited
Moocon Education Limited
Techedu Limited
6/F, No. 1 Andingmenwai Street, Litchi Tower,
Chaoyang District, Beijing 100011,
People's Republic of China
Telephone: +86 10 6213 5687

Ascendent Capital Partners III, L.P.
Titanium Education (Cayman) Limited
Suite 3501, 35/F Jardine House, 1
Connaught Place, Central, Hong Kong
Telephone: +852 2165 9000

With copies to:

Fang Xue, Esq.
Gibson, Dunn & Crutcher LLP
Unit 1301, Tower 1, China Central Place
No. 81 Jianguo Road
Chaoyang District
Beijing 100025
People's Republic of China
+86 10 6502 8500

Z. Julie Gao, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
c/o 42/F, Edinburgh Tower
The Landmark
15 Queen's Road Central
Hong Kong
+852 3740 4700

Peter X. Huang, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
30/F, China World Office 2
No. 1, Jianguomenwai Avenue
Chaoyang District
Beijing 100004
People's Republic of China
+86 10 6535 5500

This statement is filed in connection with (check the appropriate box):

- a The filing of solicitation materials or an information statement subject to Regulation 14A, Regulation 14-C or Rule 13e-3(c) under the Securities Exchange Act of 1934.
- b The filing of a registration statement under the Securities Act of 1933.
- c A tender offer
- d None of the above

Check the following box if the soliciting materials or information statement referred to in checking box (a) are preliminary copies:

Check the following box if the filing is a final amendment reporting the results of the transaction:

Calculation of Filing Fee

Transaction Valuation***	Amount of Filing Fee****
US\$128,877,533.90	US\$14,060.54

* This CUSIP applies to class A ordinary shares.

** This CUSIP applies to American depositary shares, each representing one class A ordinary share.

*** Calculated solely for the purpose of determining the filing fee in accordance with Rule 0-11(b)(1) under the Securities Exchange Act of 1934, as amended. The filing fee is calculated based on the sum of (a) the aggregate cash payment for the proposed per share cash payment of US\$4.00 for 30,977,536 issued and outstanding ordinary shares of the issuer (including shares represented by American depositary shares) subject to the transaction, plus (b) the product of 242,539 restricted share units of the issuer subject to the transaction multiplied by US\$4.00 per unit, plus (c) the product of 1,480,457 shares issuable under all outstanding and unexercised options with per share exercise price lower than US\$4.00 multiplied by US\$2.70 per share (which is the difference between the US\$4.00 per share merger consideration and the weighted average exercise price of US\$1.30 per share of such options) ((a), (b), and (c) together, the "Transaction Valuation").

**** The amount of the filing fee, calculated in accordance with Exchange Act Rule 0-11(b)(1) and the Securities and Exchange Commission Fee Rate Advisory #1 for Fiscal Year 2021, was calculated by multiplying the Transaction Valuation by 0.0001091.

Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting of the fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$14,060.54
Form or Registration No.:

Filing Party:
Date Filed:

INTRODUCTION

This Amendment No. 3 (this “Amendment”) to the Rule 13e-3 transaction statement on Schedule 13E-3, together with the exhibits hereto (this “Transaction Statement”), is being filed with the Securities and Exchange Commission (the “SEC”) pursuant to Section 13(e) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), jointly by the following persons (each, a “Filing Person,” and collectively, the “Filing Persons”): (a) Tarena International, Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “Company”), the issuer of the ordinary shares, par value US\$0.001 per share (each, a “Share,” and collectively, the “Shares”), including Shares represented by American depository shares, each representing one Class A ordinary share that is subject to the transaction pursuant to Rule 13e-3 under the Exchange Act; (b) Mr. Shaoyun Han, the chairman of the board of directors of the Company (the “Chairman”); (c) Kidedu Holdings Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (“Parent”); (d) Kidarena Merger Sub, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent (“Merger Sub”); (e) Kidtech Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands controlled by the Chairman; (f) Ascendent Capital Partners III, L.P., an exempted limited partnership formed under the laws of the Cayman Islands (the “Sponsor,” collectively with the Chairman, Parent, Merger Sub, and Kidtech Limited, the “Buyer Group Parties”); (g) Connion Capital Limited, a company organized and existing under the laws of the British Virgin Islands; (h) Learningon Limited, a company organized and existing under the laws of the British Virgin Islands; (i) Moocon Education Limited, a company organized and existing under the laws of the British Virgin Islands; (j) Techedu Limited, a company organized and existing under the laws of the British Virgin Islands; and (k) Titanium Education (Cayman) Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of the Sponsor (the “Investor”).

This Amendment amends and restates in its entirety information set forth in the Rule 13e-3 transaction statement on Schedule 13E-3, together with the exhibits thereto including the preliminary proxy statement, filed with the SEC on July 6, 2021, and information set forth in the Amendment No. 2 to the Rule 13e-3 transaction statement on Schedule 13E-3, together with the exhibits thereto. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Transaction Statement.

The information contained in (i) the Press Release issued by the Company, dated November 15, 2021, (ii) the Termination and Settlement Agreement among the Buyer Group Parties and the Company dated November 15, 2021 (the “Termination Agreement”), and (iii) the Termination Agreement among the Chairman, Parent, Kidtech Limited, the Sponsor and the Investor dated November 15, 2021 (the “Buyer Group Termination Agreement”), each attached hereto, is incorporated herein by reference.

By filing this Transaction Statement, the Filing Persons hereby withdraw the Schedule 13E-3 filed with the SEC on May 25, 2021, Amendment No. 1 to Schedule 13E-3 filed with the SEC on July 6, 2021, and Amendment No. 2 to Schedule 13E-3 filed with the SEC on October 4, 2021.

Item 15 Additional Information

Item 15 is hereby amended and restated in its entirety as follows:

(c) Other Material Information.

On November 15, 2021, the Buyer Group Parties and the Company entered into the Termination Agreement. Pursuant to the Termination Agreement, the Buyer Group Parties will pay a settlement payment of US\$3.53 million to the Company by November 26, 2021. The previously announced Agreement and Plan of Merger, dated April 30, 2021, among the Company, Parent and Merger Sub, will be terminated upon receipt by the Company of the full amount of the settlement payment within the aforementioned time period. The Termination Agreement also includes customary mutual releases and non-disparagement provisions.

Concurrently with the execution of the Termination Agreement, the Chairman, Parent, Kidtech Limited, the Sponsor and the Investor entered into the Buyer Group Termination Agreement, pursuant to which the consortium agreement, dated January 21, 2021 between the Chairman and the Investor, the interim investor agreement, dated April 30, 2021 among the Chairman, Kidtech Limited, Parent and the Investor, the personal guarantee, dated April 30, 2021, executed and delivered by the Chairman to the Sponsor and the Investor, including all schedules and exhibits thereto, and all ancillary agreements contemplated thereby or entered pursuant thereto, were terminated with immediate effect in their entirety.

Item 16 Exhibits

[\(a\)\(9\) Press Release issued by the Company, dated November 15, 2021, incorporated herein by reference to Exhibit 99.1 to the Report on Form 6-K furnished by the Company to the SEC on November 15, 2021.](#)

[\(d\)\(13\) Termination and Settlement Agreement among the Chairman, Parent, Merger Sub, the Sponsor, Kidtech Limited, and the Company, dated November 15, 2021, incorporated herein by reference to Exhibit 99.2 to the Report on Form 6-K furnished by the Company to the SEC on November 15, 2021.](#)

[\(d\)\(14\) Termination Agreement among the Chairman, Parent, Kidtech Limited, the Sponsor and the Investor, dated November 15, 2021.](#)

SIGNATURES

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: November 15, 2021

TARENA INTERNATIONAL, INC.

By: /s/ Wing Kee Lau

Name: Wing Kee Lau

Title: Chief Financial Officer

[Signature Page to Schedule 13E-3 Transaction Statement]

SHAORYUN HAN

/s/ Shaoyun Han

KIDEDU HOLDINGS LIMITED

By: /s/ Shaoyun Han

Name: Shaoyun Han

Title: Director

KIDARENA MERGER SUB

By: /s/ Shaoyun Han

Name: Shaoyun Han

Title: Director

KIDTECH LIMITED

By: /s/ Shaoyun Han

Name: Shaoyun Han

Title: Director

CONNION CAPITAL LIMITED

By: /s/ Shaoyun Han

Name: Shaoyun Han

Title: Director

LEARNINGON LIMITED

By: /s/ Shaoyun Han

Name: Shaoyun Han

Title: Director

MOOCON EDUCATION LIMITED

By: /s/ Shaoyun Han

Name: Shaoyun Han

Title: Director

[Signature Page to Schedule 13E-3 Transaction Statement]

TECHEDU LIMITED

By: /s/ Shaoyun Han

Name: Shaoyun Han

Title: Director

[Signature Page to Schedule 13E-3 Transaction Statement]

ASCENDENT CAPITAL PARTNERS III, L.P.

By: Ascendent Capital Partners III GP, L.P., its general partner

By: Ascendent Capital Partners III GP Limited, its general partner

By: /s/ Meng Liang

Name: Meng Liang

Title: Authorized Signatory

TITANIUM EDUCATION (CAYMAN) LIMITED

By: /s/ Meng Liang

Name: Meng Liang

Title: Authorized Signatory

[Signature Page to Schedule 13E-3 Transaction Statement]

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this “**Agreement**”) is made as of November 15, 2021, by and among, Mr. Han Shaoyun (“**Mr. Han**”), Kidedu Holdings Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands (“**Parent**”), Kidtech Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands (“**Issuer**”), Ascendent Capital Partners III, L.P., an exempted limited partnership formed under the Laws of the Cayman Islands (the “**Sponsor**”), and Titanium Education (Cayman) Limited, an exempted company incorporated under the Laws of the Cayman Islands (the “**Investor**,” together with the Sponsor, the “**ACP Parties**”). The parties hereto are hereinafter together referred to as the “**Parties**” and each individually as a “**Party**.”

RECITALS

WHEREAS, on January 21, 2021, Mr. Han and the Investor entered into a consortium agreement (the “**Consortium Agreement**”), pursuant to which Mr. Han and the Investor agreed to cooperate in connection with the proposed privatization of Tarena International, Inc., an exempted company with limited liability incorporated under the Laws of the Cayman Islands (the “**Company**”);

WHEREAS, on April 30, 2021, Parent, Kidarena Merger Sub, an exempted company with limited liability incorporated under the Laws of the Cayman Islands and a wholly owned Subsidiary of Parent (“**Merger Sub**”) and the Company entered into an Agreement and Plan of Merger (the “**Merger Agreement**”), pursuant to which the Company was to be merged with and into Merger Sub on the terms and subject to the conditions set forth in the Merger Agreement (the “**Merger**”);

WHEREAS, concurrent with the execution of the Merger Agreement, Mr. Han, Issuer, Parent and the Investor, entered into an interim investor agreement (the “**Interim Investor Agreement**”), pursuant to which the parties thereto agreed to certain terms and conditions that will govern the actions of such parties and the relationship among such parties with respect to the Merger;

WHEREAS, concurrent with the execution of the Merger Agreement, Mr. Han executed and delivered a personal guarantee (the “**Personal Guarantee**,” together with the Consortium Agreement and the Interim Investor Agreement, including all schedules and exhibits thereto, and all ancillary agreements contemplated thereby or entered pursuant thereto, the “**Buyer Group Contracts**”) to the ACP Parties, to guarantee in favor of the ACP Parties with respect to certain payment and performance obligations of Issuer and Parent in connection with the Merger;

WHEREAS, concurrent with the execution of this Agreement, Mr. Han, Parent, Merger Sub, Issuer, the Sponsor and the Company have entered into a termination and settlement agreement, pursuant to which the Buyer Group Parties (as defined therein) have agreed to make a lump sum payment in cash equal to US\$3,530,000 to the Company to discharge their obligations under the Limited Guarantees, the Merger Agreement and the Equity Commitment Letter upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Parties desire to terminate the Buyer Group Contracts and to be bound by the provisions set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Merger Agreement.
2. Termination of Buyer Group Contracts. The Parties hereby agree that the Buyer Group Contracts are hereby terminated effective immediately as of the date hereof in their entirety, are null and void, and shall be of no further force or effect whatsoever with no liability on the part of any Party to this Agreement.
3. Mutual Release; Covenant Not to Sue.
 - (a) Each Party does hereby knowingly, voluntarily, unconditionally and irrevocably waive, fully and finally release, acquit, forever discharge and hold harmless, each other Party and any of their respective former, current or future officers, directors, agents, advisors, representatives, managers, members, partners, shareholders, employees, Subsidiaries, Affiliates and officers, directors, members, managers and employees of Affiliates, principals, and any heirs, executors, administrators, successors or assigns of any said person or entity (the "**Related Parties**"), from any and all past, present, direct, indirect, and derivative liabilities, actions, causes of action, cases, claims, suits, debts, dues, sums of money, attorney's fees, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, harms, damages, judgments, remedies, extents, executions, demands, liens and damages of every kind and nature, in law, in tort, in equity, deriving from the application of any statute, rule, or regulation, or otherwise, asserted or that could have been asserted, under applicable Laws, known or unknown, actual or potential, existing or future, fixed or contingent, suspected or unsuspected, foreseen or unforeseen, anticipated or unanticipated, whether or not concealed or hidden, at any time in the past until and including the date hereof, that in any way arise from or out of, are based upon, or are in connection with or relate to (i) the Buyer Group Contracts and (ii) any breach, non-performance, action or failure to act under the Buyer Group Contracts (collectively, the "**Released Claims**").
 - (b) Each Party hereby covenants to each other Party and their respective Related Parties not to, with respect to any Released Claim, directly or indirectly encourage or solicit or voluntarily assist or participate in any way in the filing, reporting or prosecution by such Party or its Related Parties or any third party of a suit, arbitration, mediation, or claim (including a third party or derivative claim) against any other Party and/or its Related Parties relating to any Released Claim. The covenants contained in this Section 3 shall survive this Agreement indefinitely regardless of any statute of limitations.

- (c) Each Party acknowledges and agrees that the terms of the foregoing release are understood and voluntarily accepted by them without duress or coercion, economic or otherwise, and that each party has obtained sufficient information to intelligently exercise their own judgment regarding the terms of the foregoing release before executing this Agreement.
4. Further Assurance. Each Party undertakes with the other Parties to do all things reasonably within its power which are required or appropriate to give full effect to the spirit and intent of this Agreement.
 5. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Laws. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by Law, and any such invalid or unenforceable provision(s) shall be deemed severable.
 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of Hong Kong, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the Laws of any jurisdiction other than Hong Kong.
 7. Dispute Resolution. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including a dispute regarding the existence, validity, formation, effect, interpretation, performance, breach or termination of this Agreement, and including any dispute regarding non-contractual obligations arising out of or relating to this Agreement, shall be referred to and finally settled by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted (the “**HKIAC Rules**”). The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three (3), whose appointment shall be made in accordance with the HKIAC Rules. Arbitration proceedings (including but not limited to any arbitral award rendered) shall be conducted in English. The award of the arbitration tribunal shall be final and conclusive and binding upon the Parties as from the date rendered. Judgment upon any award may be entered and enforced in any court having jurisdiction of the award or having jurisdiction over the relevant party or any of its assets.
 8. Specific Performance. Each Party acknowledges and agrees that the other Party would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, notwithstanding Section 7, each Party shall be entitled to bring an action for specific performance and/or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

9. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior agreements, understandings, negotiations and statements, both written and oral, among the Parties with respect to the subject matter contained herein.
10. No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any Party hereto without the prior written consent of the other Parties hereto and any attempt to do so shall be void, except for assignments and transfers by operation of any Laws. Subject to the preceding sentence and Section 11 hereof, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.
11. Third Party Beneficiaries. Each Party acknowledges and agrees that each Party's Related Parties are express third party beneficiaries of the releases of such Related Parties and covenants not to sue such Related Parties contained in Section 3 of this Agreement and are entitled to enforce rights under such section to the same extent that such Related Parties could enforce such rights if they were a party to this Agreement. Except as provided in the preceding sentence, there are no third party beneficiaries to this Agreement.
12. Amendments; Waiver. Neither this Agreement nor any term hereof may be amended or otherwise modified other than by an instrument in writing signed by the Parties. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the Party against whom the enforcement of such waiver, discharge or termination is sought. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
13. Counterparts. This Agreement may be executed in counterparts and all counterparts taken together shall constitute one document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representatives to execute, this Agreement as of the date first above written.

Mr. Han Shaoyun

/s/ Han Shaoyun

Kidedu Holdings Limited

By: /s/ Han Shaoyun

Name: Mr. Han Shaoyun

Title: Director

Kidtech Limited

By: /s/ Han Shaoyun

Name: Mr. Han Shaoyun

Title: Director

[Signature Page to Termination Agreement]

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representatives to execute, this Agreement as of the date first above written.

Ascendent Capital Partners III, L.P.

By: Ascendent Capital Partners III GP, L.P., its general partner

By: Ascendent Capital Partners III GP Limited, its general partner

By: /s/ Meng Liang

Name: Meng Liang

Title: Authorized Signatory

Titanium Education (Cayman) Limited

By: /s/ Meng Liang

Name: Meng Liang

Title: Authorized Signatory

[Signature Page to Termination Agreement]
