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**21世紀教育**  
21ST CENTURY EDUCATION

**China 21st Century Education Group Limited**

**中國21世紀教育集團有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 1598)**

**DISCLOSEABLE TRANSACTION  
PROVISION OF FINANCIAL ASSISTANCE**

**PROVISION OF FINANCIAL ASSISTANCE**

During the period from December 2023 to June 2024, Beijing Zhihang, Shijiazhuang Yuying and Zerui Education entered into the Loan Agreements with the Borrowers, pursuant to which Beijing Zhihang, Shijiazhuang Yuying and Zerui Education had respectively agreed to grant to the Borrowers the Loans for a term from their respective drawdown dates to their respective maturity date.

**LISTING RULES IMPLICATIONS**

**Loan Agreement A and Loan Agreement E**

As the Loan Agreement A and Loan Agreement E were entered into with the same ultimate beneficial owner within a 12-month period, according to Rule 14.22 of the Listing Rules, the transactions thereunder shall be aggregated as a series of transactions.

As the highest applicable percentage ratio calculated according to Rule 14.07 of the Listing Rules in respect of the Loan Agreement A on its own was less than 5%, the entering into Loan Agreement A, standalone, did not constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules. As the highest applicable percentage ratio of Loan Agreement E exceeded 5% but was less than 25%, the entering into Loan Agreement E constituted a discloseable transaction of the Company and would be subject to the notification and announcement requirements under Chapter 14 of the Listing Rules. While the highest applicable percentage ratio of Loan Agreement A upon aggregation with Loan Agreement E

exceeded 5% but was less than 25%, the entering into the Loan Agreement A and Loan Agreement E in aggregate constituted a discloseable transaction of the Company and would be subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

### **Loan Agreement B, Loan Agreement D and Loan Agreement G**

As the Loan Agreement B, Loan Agreement D and Loan Agreement G were entered into with the same ultimate beneficial owner within a 12-month period, according to Rule 14.22 of the Listing Rules, the transactions thereunder shall be aggregated as a series of transactions.

As the highest applicable percentage ratio calculated according to Rule 14.07 of the Listing Rules in respect of each of the Loan Agreement B and Loan Agreement G on its own was less than 5%, the entering into each of the Loan Agreement B and Loan Agreement G, standalone, did not constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules. As the highest applicable percentage ratio calculated according to Rule 14.07 of the Listing Rules in respect of Loan Agreement D on its own exceeded 5% but was less than 25%, the entering into Loan Agreement D constituted a discloseable transaction of the Company and would be subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

While the highest applicable percentage ratio of Loan Agreement B and Loan Agreement G upon aggregation with Loan Agreement D exceeded 5% but was less than 25%, the entering into the Loan Agreement B, Loan Agreement D and Loan Agreement G constituted a discloseable transaction of the Company and would be subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

### **Loan Agreement C and Loan Agreement H**

As the Loan Agreement C and Loan Agreement H were entered into with the same ultimate beneficial owner within a 12-month period, according to Rule 14.22 of the Listing Rules, the transactions thereunder shall be aggregated as a series of transactions.

As the highest applicable percentage ratio calculated according to Rule 14.07 of the Listing Rules in respect of each of the Loan Agreement C and Loan Agreement H on its own exceeded 5% but the highest applicable percentage ratio upon aggregation was less than 25%, the entering into each of the Loan Agreement C and Loan Agreement H constituted a discloseable transaction of the Company and would be subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

### **Loan Agreement F and Loan Agreement I**

As the Loan Agreement F and Loan Agreement I were entered into with the same ultimate beneficial owner within a 12-month period, according to Rule 14.22 of the Listing Rules, the transactions thereunder shall be aggregated as a series of transactions.

As the highest applicable percentage ratio calculated according to Rule 14.07 of the Listing Rules in respect of each of the Loan Agreement F and Loan Agreement I on its own exceeded 5% but the highest applicable percentage ratio upon aggregation was less than 25%, the entering into each of the Loan Agreement F and Loan Agreement I constituted a discloseable transaction of the Company and would be subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

## INTRODUCTION

During the period from December 2023 to June 2024, Beijing Zhihang, Shijiazhuang Yuying and Zerui Education entered into the Loan Agreements with the Borrowers, pursuant to which Beijing Zhihang, Shijiazhuang Yuying and Zerui Education had respectively agreed to grant to the Borrowers the Loans for a term from their respective drawdown dates to their respective maturity date.

## THE LOAN AGREEMENTS

The principal terms of the Loan Agreements are as follows:

	Loan Agreement A	Loan Agreement B	Loan Agreement C	Loan Agreement D	Loan Agreement E	Loan Agreement F	Loan Agreement G	Loan Agreement H	Loan Agreement I
<b>Date:</b>	28 December 2022 ( <i>Note</i> )	2 January 2024	2 January 2024	2 January 2024	2 January 2024	4 January 2024	2 February 2024	3 April 2024	12 June 2024
<b>Parties:</b>	(i) Beijing Zhihang; and (ii) Zibo Zhengfang	(i) Zerui Education; and (ii) Shijiazhuang Zhexiong	(i) Zerui Education; and (ii) Xueyoubang Education	(i) Zerui Education; and (ii) Hebei Fengpu	(i) Zerui Education; and (ii) Hebei Zhengmai	(i) Zerui Education; and (ii) Hebei Luoke	(i) Zerui Education; and (ii) Beijing Shanghetang	(i) Zerui Education; and (ii) Shijiazhuang Senji	(i) Shijiazhuang Yuying; and (ii) Hebei Luoke
<b>Principal amount:</b>	RMB12.03 million	RMB12.50 million	RMB15.50 million	RMB30 million	RMB36.57 million	RMB30 million	RMB14.00 million	RMB20 million	RMB10 million
<b>Interest:</b>	Nil	RMB0.75 million, payable on the maturity date	RMB0.93 million, payable on the maturity date	RMB1.80 million, payable on the maturity date	approximately RMB2.19 million, payable on the maturity date	RMB1.80 million, payable on the maturity date	RMB0.77 million, payable on the maturity date	RMB1.2 million, payable on the maturity date	RMB0.3 million, payable on the maturity date
<b>Term:</b>	12 months from the drawdown date of the loan	12 months from the drawdown date of the loan	12 months from the drawdown date of the loan	12 months from the drawdown date of the loan	12 months from the drawdown date of the loan	12 months from the drawdown date of the loan	11 months from the drawdown date of the loan	9 months from the drawdown date of the loan	6 months from the drawdown date of the loan
<b>Security and guarantee:</b>	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
<b>Repayment</b>	Subject to the Loan Agreements, the Borrowers shall repay the principal amount and interests of the Loans in one lump-sum with 2 days upon maturity of the Loans								
<b>Drawdown date of the loan</b>	28 December 2022	2 January 2024	2 January 2024	2 January 2024	2 January 2024	4 January 2024	2 February 2024	3 April 2024	12 June 2024

*Note:*

Beijing Zhihang entered into a supplemental agreement with Zibo Zhengfang on 28 December 2023 (“**Supplemental Agreement**”) to extend the repayment date of the loan provided under the Loan Agreement A. No further loan is provided under the Supplemental Agreement.

## **FUNDING OF THE LOANS**

The Group financed the Loans with its internal resources.

## **REASONS FOR AND BENEFITS OF THE PROVISION OF THE LOANS**

The terms of the Loan Agreements were determined after arm’s length negotiation between Beijing Zhihang, Zerui Education, Shijiazhuang Yuying and the Borrowers, after considering, among others, the prevailing market rate and practice, the amount and terms of the Loans and the business relationship with the Borrowers. The Company considered that the provision of the Loans to the Borrowers aligns with the business development plan and needs of the Company. The Company engaged the Borrowers for the provision of various services, such as (i) strategic development services; (ii) financing consulting services; (iii) merger and acquisition consulting; (iv) campus education and technology consulting and (v) management consulting services, so as to support the development and operation of the Group. The Company considered that the provision of the short-term loan could fund the capital requirement for the Borrowers so to maintain the long-term business relationship with the Borrowers. In addition, Zibo Zhengfang is owned as to 10% by Beijing Zhihang. The Company was of the view that the provision of the loan pursuant to Loan Agreement A is to safeguard the investment of the Group. The Company considered that the terms and conditions of the Loan Agreements were fair and reasonable on normal commercial terms and are in the interests of the Company and the Shareholders as a whole.

During the year ended 31 December 2023 and for the six months ended 30 June 2024, the Loans are recognised as “Prepayments, deposits and other receivables” in the consolidated statement of financial position of the Group.

## **INFORMATION OF THE PARTIES**

### **The Group, Beijing Zhihang, Shijiazhuang Yuying and Zerui Education**

The Group is primarily serving a wide range of students from preschool students in its kindergartens, high school students enrolled in its high school, as well as junior college students, secondary school students and continuing education students in its colleges.

Beijing Zhihang principally engaged in technical consulting and services, educational consulting and corporate management consulting, and is wholly-owned by Zerui Education and is one of the PRC Operating Entities and controlled by the Company through contractual arrangements.

Shijiazhuang Yuying is private school established under the laws of the PRC in 1994 and located in Hebei Province of the PRC, of which school sponsors' interest is owned as to 70% by Shijiazhuang Saintach Education and Technology Co., Ltd.\* (石家莊新天際教育科技有限公司), one of the PRC Operating Entities, and 30% by Hebei Lumeng Technology Co., Ltd.\* (河北路盟科技有限公司) as at the date of this announcement, and is one of the PRC Operating Entities and controlled by the Company through contractual arrangements.

Zerui Education is a limited liability company established under the laws of the PRC on 12 July 2017, which was owned as to 80.625% by Ms. Li Jianxiang (李建香) and 19.375% by Ms. Luo Xinlan (羅心蘭) as at the date of this announcement, and is one of the PRC Operating Entities and controlled by the Company through contractual arrangements.

### **Beijing Shanghetang**

Beijing Shanghetang Consulting Co., Ltd.\* (北京商合堂諮詢有限公司) (“**Beijing Shanghetang**”) is a company established under the laws of the PRC with limited liability, principally engaged in business consultation services and is wholly-owned by Kang Xiaowei (康曉璋).

### **Hebei Fengpu**

Hebei Fengpu Education Technology Co., Ltd.\* (河北豐普教育有限公司) (“**Hebei Fengpu**”) is a company established under the laws of the PRC with limited liability, principally engaged in research and development of educational software and technical consulting and is owned as to 99% by Beijing Shanghetang and 1% Pang Jiakai (龐甲凱).

### **Hebei Luoke**

Hebei Luoke Education Technology Co., Ltd.\* (河北洛克教育科技有限公司) (“**Hebei Luoke**”) is a company established under the laws of the PRC with limited liability, principally engaged in development and sale of educational software and consulting and wholly-owned by Li Jing (李晶).

### **Hebei Zhengmai**

Hebei Zhengmai Human Resources Service Co., Ltd.\* (河北正脈人力資源服務有限公司) (“**Hebei Zhengmai**”) is a company established under the laws of the PRC with limited liability, principally engaged in human resources services and information consulting services and owned as to 90% by Shijiazhuang Zhenghe Huike Network Technology Co., Ltd.\* (石家莊正合慧科網絡科技有限公司) (“**Shijiazhuang Zhenghe Huike**”) and 10% by Wang Xiaowei (王筱微). Shijiazhuang Zhenghe Huike is wholly-owned by Cheng Chuan (程川).

## **Shijiazhuang Senji**

Shijiazhuang Senji Construction Engineering Co., Ltd.\* (石家莊森際建築工程有限公司) (“**Shijiazhuang Senji**”) is a company established under the laws of the PRC with limited liability, principally engaged in construction services and wholly-owned by Ren Xiaoyi (任曉義).

## **Shijiazhuang Zhexiong**

Shijiazhuang Zhexiong Technology Co., Ltd.\* (石家莊喆雄科技有限公司) (“**Shijiazhuang Zhexiong**”) is a company established under the laws of the PRC with limited liability, principally engaged in technology development and consulting services and is wholly-owned by Hebei Fengpu.

## **Xueyoubang Education**

Xueyoubang Education technology Shijiazhuang Co., Ltd.\* (學有幫教育科技石家莊有限公司) (“**Xueyoubang Education**”) is a company established under the laws of the PRC with limited liability, principally engaged in technology development and consulting services and is owned as to 99% by Shijiazhuang Senji and 1% by Ye Meishu (葉梅樹).

## **Zibo Zhengfang**

Zibo Zhengfang Network technology Co., Ltd.\* (淄博正方網絡科技有限公司) (“**Zibo Zhengfang**”) is a company established under the laws of the PRC with limited liability, principally engaged in internet technology services and software development and owned as to 90% by Shijiazhuang Zhenghe Huike and 10% by Beijing Zhihang.

Saved as disclosed above, to the best of the Directors’ knowledge, information and belief after making all reasonable enquiries, the Borrowers are Independent Third Parties.

## **LISTING RULES IMPLICATIONS**

### **Loan Agreement A and Loan Agreement E**

As the Loan Agreement A and Loan Agreement E were entered into with the same ultimate beneficial owner within a 12-month period, according to Rule 14.22 of the Listing Rules, the transactions thereunder shall be aggregated as a series of transactions.

As the highest applicable percentage ratio calculated according to Rule 14.07 of the Listing Rules in respect of the Loan Agreement A on its own was less than 5%, the entering into Loan Agreement A, standalone, did not constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules. As the highest applicable percentage ratio of Loan Agreement E exceeded 5% but was less than 25%, the entering into Loan Agreement E constituted a discloseable transaction of the Company and would be subject to the notification and announcement requirements under Chapter 14 of the Listing Rules. While the highest applicable percentage ratio of Loan Agreement A upon

aggregation with Loan Agreement E exceeded 5% but was less than 25%, the entering into the Loan Agreement A and Loan Agreement E in aggregate constituted a discloseable transaction of the Company and would be subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

### **Loan Agreement B, Loan Agreement D and Loan Agreement G**

As the Loan Agreement B, Loan Agreement D and Loan Agreement G were entered into with the same ultimate beneficial owner within a 12-month period, according to Rule 14.22 of the Listing Rules, the transactions thereunder shall be aggregated as a series of transactions.

As the highest applicable percentage ratio calculated according to Rule 14.07 of the Listing Rules in respect of each of the Loan Agreement B and Loan Agreement G on its own was less than 5%, the entering into each of the Loan Agreement B and Loan Agreement G, standalone, did not constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules. As the highest applicable percentage ratio calculated according to Rule 14.07 of the Listing Rules in respect of Loan Agreement D on its own exceeded 5% but was less than 25%, the entering into Loan Agreement D constituted a discloseable transaction of the Company and would be subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

While the highest applicable percentage ratio of Loan Agreement B and Loan Agreement G upon aggregation with Loan Agreement D exceeded 5% but was less than 25%, the entering into the Loan Agreement B, Loan Agreement D and Loan Agreement G constituted a discloseable transaction of the Company and would be subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

### **Loan Agreement C and Loan Agreement H**

As the Loan Agreement C and Loan Agreement H were entered into with the same ultimate beneficial owner within a 12-month period, according to Rule 14.22 of the Listing Rules, the transactions thereunder shall be aggregated as a series of transactions.

As the highest applicable percentage ratio calculated according to Rule 14.07 of the Listing Rules in respect of each of the Loan Agreement C and Loan Agreement H on its own exceeded 5% but the highest applicable percentage ratio upon aggregation was less than 25%, the entering into each of the Loan Agreement C and Loan Agreement H constituted a discloseable transaction of the Company and would be subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

### **Loan Agreement F and Loan Agreement I**

As the Loan Agreement F and Loan Agreement I were entered into with the same ultimate beneficial owner within a 12-month period, according to Rule 14.22 of the Listing Rules, the transactions thereunder shall be aggregated as a series of transactions.

As the highest applicable percentage ratio calculated according to Rule 14.07 of the Listing Rules in respect of each of the Loan Agreement F and Loan Agreement I on its own exceeded 5% but the highest applicable percentage ratio upon aggregation was less than 25%, the entering into each of the Loan Agreement F and Loan Agreement I constituted a discloseable transaction of the Company and would be subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

## **NON-COMPLIANCE AND REMEDIAL ACTIONS**

As disclosed above, the Loans constituted discloseable transactions of the Company. Due to the inadvertent and unintentional oversight of the management and staff involved in the approval procedures of the Loans in accordance with the internal control policies in relation to contract management, seal and license management and fund management of the Company, the Company had not complied with the aforesaid requirements under Chapter 14 of the Listing Rules.

The Company deeply regrets for the unintentional breach of the Listing Rules and would like to reiterate the breach was an inadvertent and unintentional oversight of the management. The Board will implement the following enhanced internal control measures to prevent similar occurrences in the future:

- (i) the Company has already engaged an external counsel to provide training to the Board on requirements under Chapter 14 of the Listing Rules and other relevant requirement of the Listing Rules;
- (ii) the Company will arrange continuous internal training on a half-yearly basis on notifiable transactions to be provided by its external counsel to all relevant staff, senior management and Directors to strengthen and reinforce their knowledge and understanding of the Listing Rules and others relevant requirements of the Listing Rules; and
- (iii) the Company is currently reviewing and strengthening its existing policies on information disclosure and will continue to monitor the effectiveness of the applicable internal procedures of the Group, including but not limited to contracting signing procedures and reporting procedures to ensure that any proposed transaction(s) which may constitute notifiable transaction(s) would be promptly reported to the Board/ chief financial officer of the Company, who will then further assess and consider the proposed transaction(s) to ensure that the proposed transaction(s) will be conducted in compliance with the Listing Rules and relevant rules and regulations. The Board shall also seek professional advice where necessary. The aforesaid review on existing policies is expected to be completed by 31 December 2024.



## DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings when used herein:

“Beijing Zhihang”	Beijing Zhihang Education Technology Co., Ltd.* (北京志航教育科技有限公司) is wholly-owned by Zerui Education as at the date of this announcement and one of the PRC Operating Entities
“Board”	the board of Directors of the Company
“Borrowers”	collectively Zibo Zhengfang, Shijiazhuang Zhexiong, Xueyoubang Education, Hebei Fengpu, Hebei Zhengmai, Hebei Luoke, Beijing Shanghetang and Shijiazhuang Senji, as defined in the section headed “Information of the parties” in this announcement
“Company”	China 21st Century Education Group Limited (中國21世紀教育集團有限公司), an exempted company incorporated under the laws of the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange
“Director(s)”	the director(s) of the Company
“Group”	the Company, its subsidiaries and its PRC Operating Entities from time to time
“Independent Third Party(ies)”	a party independent of and not connected with the Company and its connected persons
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended, supplemented or otherwise modified from time to time
“Loans”	collectively the loans given by Beijing Zhihang, Shijiazhuang Yuying and Zerui Education, respectively, pursuant to the Loan Agreements
“Loan Agreements”	collectively Loan Agreement A, Loan Agreement B, Loan Agreement C, Loan Agreement D, Loan Agreement E, Loan Agreement F, Loan Agreement G, Loan Agreement H and Loan Agreement I

“Loan Agreement A”	a loan agreement dated 28 December 2022 entered into between Beijing Zhijang and Zibo Zhengfang in respect of the provision of a loan in the amount of RMB12.03 million
“Loan Agreement B”	a loan agreement dated 2 January 2024 entered into between Zerui Education and Shijiazhuang Zhexiong in respect of the provision of a loan in the amount of RMB12.50 million
“Loan Agreement C”	a loan agreement dated 2 January 2024 entered into between Zerui Education and Xueyoubang Education in respect of the provision of a loan in the amount of RMB15.50 million
“Loan Agreement D”	a loan agreement dated 2 January 2024 entered into between Zerui Education and Hebei Fengpu in respect of the provision of a loan in the amount of RMB30 million
“Loan Agreement E”	a loan agreement dated 2 January 2024 entered into between Zerui Education and Hebei Zhengmai in respect of the provision of a loan in the amount of RMB36.57 million
“Loan Agreement F”	a loan agreement dated 4 January 2024 entered into between Zerui Education and Hebei Luoke in respect of the provision of a loan in the amount of RMB30 million
“Loan Agreement G”	a loan agreement dated 2 February 2024 entered into between Zerui Education and Beijing Shanghetang in respect of the provision of a loan in the amount of RMB14 million
“Loan Agreement H”	a loan agreement dated 3 April 2024 entered into between Zerui Education and Shijiazhuang Senji in respect of the provision of a loan in the amount of RMB20 million
“Loan Agreement I”	a loan agreement dated 12 June 2024 entered into between Shijiazhuang Yuying and Hebei Luoke in respect of the provision of a loan in the amount of RMB10 million
“PRC”	the People’s Republic of China, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administration Region of the PRC and Taiwan

“PRC Operating Entities”	Zerui Education, Shijiazhuang Institute of Technology, Shijiazhuang Yuying, Hebei Saintach Education and Technology Co., Ltd.* (河北新天際教育科技有限公司), Shijiazhuang Saintach Education and Technology Co., Ltd.* (石家莊新天際教育科技有限公司), Saintach Kindergartens, Hangzhou Yimai Xueding Education Technology Co., Ltd.* (杭州一脈學鼎教育科技有限公司), Beijing Xin Tian Di Xian Information and Technology Co., Ltd.* (北京新天地線信息技術有限公司), Zhejiang Peijian Technology Co., Ltd.* (浙江培尖科技有限公司), Saintach Tutorial Schools and Beijing Zhihang
“RMB”	Renminbi, the lawful currency of the PRC for the time being
“Saintach Kindergartens”	Shijiazhuang Qiaoxi District Blue Crystal Saintach Kindergarten* (石家莊市橋西區新天際藍水晶幼兒園), Shijiazhuang Luquan District Fukang Saintach Kindergarten* (石家莊市鹿泉區新天際福康幼兒園), Shijiazhuang Chang’an District Jianhua Saintach Kindergarten* (石家莊市長安區新天際建華幼兒園), Shijiazhuang Qiaoxi District Lidu Saintach Kindergarten* (石家莊市橋西區新天際麗都幼兒園), Shijiazhuang Hightech Industrial Development Zone Tianshan Saintach Kindergarten* (石家莊高新技術產業開發區新天際天山幼兒園), Shijiazhuang Chang’an District Qinghui Saintach Kindergarten* (石家莊市長安區新天際清暉幼兒園), Zhengding County Saintach Kindergarten* (正定縣新天際幼兒園) and Zhengding County Fumenli Saintach Kindergarten* (正定縣新天際福門里幼兒園), which are the PRC Operating Entities
“Saintach Tutorial Schools”	Shijiazhuang Qiaoxi District Bilingual Culture Tutorial School* (石家莊市橋西區雙語文化培訓學校), Shijiazhuang City Chang’an District Saintach Tutorial School* (石家莊市長安區新天際培訓學校), Shijiazhuang Yuhua District Donggang Road Saintach Tutorial School* (石家莊市裕華區東崗路新天際培訓學校), Shijiazhuang Qiaoxi District Zhicheng Tutorial School* (石家莊市橋西區智城培訓學校), Shijiazhuang City High-tech Zone Saintach Tutorial School* (石家莊市高新區新天際培訓學校) and Shijiazhuang Xinhua District Huixuan Education Tutorial School* (石家莊市新華區慧軒教育培訓學校), which are the PRC Operating Entities
“Share(s)”	ordinary share(s) of the Company
“Shareholder(s)”	holder(s) of the Share(s)

“Shijiazhuang Yuying”	Shijiazhuang Yuying Experimental High School* (石家莊育英實驗中學), a private school established under the laws of the PRC in 1994, and one of the PRC Operating Entities
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Zerui Education”	Hebei Zerui Education Technology Co., Ltd.* (河北澤瑞教育科技有限責任公司), a limited liability company established under the laws of the PRC on 12 July 2017, which was owned as to 80.625% by Ms. Li Jianxiang (李建香) and 19.375% by Ms. Luo Xinlan (羅心蘭) as at the date of this announcement, and one of the PRC Operating Entities
%	per cent

\* *for identification purposes only*

By Order of the Board  
**China 21st Century Education Group Limited**  
**Li Yasheng**  
*Chairman*

Hong Kong, 21 November 2024

*As at the date of this announcement, the chairman of the Board and the non-executive Director is Mr. Li Yasheng; the executive Directors are Ms. Liu Hongwei, Mr. Ren Caiyin and Ms. Yang Li; and the independent non-executive Directors are Mr. Guo Litian and Mr. Yao Zhijun.*