

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2017-09-08**
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SUBJECT COMPANY

Tarena International, Inc.

CIK: **1592560** | IRS No.: **000000000** | State of Incorporation: **E9** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-88126** | Film No.: **171075047**
SIC: **8200** Educational services

Mailing Address

*SUITE 100017, BUILDING E,
ZHONGKUN PLAZA
A18 BEI SAN HUAN WEST
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HAIDIAN DISTRICT, BEIJING
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Business Address

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FILED BY

Han Shaoyun

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Type: **SC 13D/A**

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

SCHEDULE 13D
Under the Securities Exchange Act of 1934

(Amendment No. 1)

Tarena International, Inc.

(Name of Issuer)

Ordinary Shares, par value \$0.001 per share

(Title of Class of Securities)

G8675B 105

(CUSIP Number)

**Shaoyun Han
Connion Capital Limited
Learnigon Limited
Techedu Limited
c/o Suite 10017, Building E, Zhongkun Plaza
A18 Bei San Huan West Road
Haidian District, Beijing 100098
People's Republic of China
+86 (10) 6213-5687
With copies to:**

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(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

August 30, 2017

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* This statement on Schedule 13D (the "Schedule 13D") constitutes Amendment No. 1 to the initial Schedule 13D (the "Original Filing") filed on July 24, 2015 on behalf of each of Mr. Shaoyun Han ("Mr. Han"), Connion Capital Limited ("Connion"), Learnigon Limited ("Learnigon") and Techedu Limited ("Techedu", and collectively with Mr. Han, Connion and Learnigon, the "Reporting Persons"), with respect to the ordinary shares (the "Ordinary Shares"), comprising Class A ordinary shares, par value \$0.001 per share ("Class A Ordinary Shares"), and Class B ordinary shares, par value \$0.001 per share ("Class B Ordinary Shares"), of Tarena

International, Inc., a Cayman Islands company (the “Company”). Except as amended hereby, the Original Filing remains in full force and effect. Capitalized terms used but not defined in this Schedule 13D have the meanings ascribed to them in the Original Filing. The Ordinary Shares beneficially owned by the Reporting Persons (other than Techedu) were previously reported on a Schedule 13G filed on February 10, 2015, as amended by amendments thereto.

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934 (“Act”) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No.

G8675B 105

1	NAMES OF REPORTING PERSONS Shaoyun Han	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 17,050,297 ⁽¹⁾ Ordinary Shares
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 17,050,297 ⁽¹⁾ Ordinary Shares
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,050,297 ⁽¹⁾ Ordinary Shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 29.6% of the Class A Ordinary Shares ⁽²⁾ (or 29.6% of the total Ordinary Shares ⁽³⁾ assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares, representing 66.9% of the total outstanding voting power).	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

Representing (i) 6,060,000 Class B Ordinary Shares held by Learningon Limited, (ii) 1,146,059 Class B Ordinary Shares held by Techedu Limited, (iii) 2,000,000 Class A Ordinary Shares held by Techedu Limited, (iv) 2,000,000 Class A Ordinary Shares held by Moocon Education Limited, (v) 3,594,439 restricted American depository shares ("ADSs") representing 3,594,439 Class A Ordinary Shares held by Connion Capital Limited, (vi) 2,193,223 restricted ADSs representing 2,193,223 Class A Ordinary Shares held by Learningon Limited, and (viii) 56,576 Class A Ordinary Shares that Connion Capital Limited may purchase upon exercise of options within 60 days of August 30, 2017. Each Class B Ordinary Share is convertible at the option of the holder into one Class A Ordinary Share. Class A Ordinary Shares are not convertible into Class B Ordinary Shares under any circumstances. The rights of the holders of Class A Ordinary Shares and Class B Ordinary Shares are identical, except with respect to conversion

rights (noted above) and voting rights. Each Class B Ordinary Share is entitled to ten votes per share, whereas each Class A Ordinary Share is entitled to one vote per share.

(2) Based on 50,281,932 Class A Ordinary Shares outstanding as of June 30, 2017 as reported on the Issuer's Form 6-K furnished to the U.S. Securities and Exchange Commission (the "SEC") on August 23, 2017 and assuming all Class B Ordinary Shares held by such reporting person are converted into the same number of Class A Ordinary Shares.

(3) Based on 57,487,991 outstanding Ordinary Shares as a single class, being the sum of 50,281,932 Class A Ordinary Shares and 7,206,059 Class B Ordinary Shares outstanding as of June 30, 2017 as reported on the Issuer's Form 6-K furnished to the SEC on August 23, 2017, assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares.

CUSIP No.

G8675B 105

1	NAMES OF REPORTING PERSONS Connion Capital Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,651,015 ⁽⁴⁾ Ordinary Shares
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 3,651,015 ⁽⁴⁾ Ordinary Shares
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,651,015 ⁽⁴⁾ Ordinary Shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.3% of the Class A Ordinary Shares ⁽⁵⁾ (or 6.3% of the total Ordinary Shares ⁽⁶⁾ assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares, representing 3.0% of the total outstanding voting power).	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

Representing (i) 3,594,439 restricted American depositary shares (“ADSs”) representing 3,594,439 Class A Ordinary Shares held by Connion Capital Limited, and (ii) 56,576 Class A Ordinary Shares that Connion Capital Limited may purchase upon exercise of options within 60 days of August 30, 2017. Each Class B Ordinary Share is convertible at the option of the holder into one Class A Ordinary Share. Class A Ordinary Shares are not convertible into Class B Ordinary Shares under any circumstances. The rights of the holders of Class A Ordinary Shares and Class B Ordinary Shares are identical, except with respect to conversion rights (noted above) and voting rights. Each Class B Ordinary Share is entitled to ten votes per share, whereas each Class A Ordinary Share is entitled to one vote per share.

(4)

- (5) Based on 50,281,932 Class A Ordinary Shares outstanding as of June 30, 2017 as reported on the Issuer's Form 6-K furnished to the SEC on August 23, 2017 and assuming all Class B Ordinary Shares held by such reporting person are converted into the same number of Class A Ordinary Shares.
- (6) Based on 57,487,991 outstanding Ordinary Shares as a single class, being the sum of 50,281,932 Class A Ordinary Shares and 7,206,059 Class B Ordinary Shares outstanding as of June 30, 2017 as reported on the Issuer's Form 6-K furnished to the SEC on August 23, 2017, assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares.

CUSIP No.

G8675B 105

1	NAMES OF REPORTING PERSONS Learningon Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 8,253,223 ⁽⁷⁾ Ordinary Shares
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 8,253,223 ⁽⁷⁾ Ordinary Shares
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,253,223 ⁽⁷⁾ Ordinary Shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.6% of the Class A Ordinary Shares ⁽⁸⁾ (or 14.4% of the total Ordinary Shares ⁽⁹⁾ assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares, representing 51.3% of the total outstanding voting power).	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

(7) Representing (i) 6,060,000 Class B Ordinary Shares and (ii) 2,193,223 restricted ADSs representing 2,193,223 Class A Ordinary Shares.

(8) Based on 50,281,932 Class A Ordinary Shares outstanding as of June 30, 2017 as reported on the Issuer's Form 6-K furnished to the SEC on August 23, 2017, and assuming all Class B Ordinary Shares held by such reporting person are converted into the same number of Class A Ordinary Shares.

(9) Based on 57,487,991 outstanding Ordinary Shares as a single class, being the sum of 50,281,932 Class A Ordinary Shares and 7,206,059 Class B Ordinary Shares outstanding as of June 30, 2017 as reported on the Issuer's Form 6-K furnished to the SEC on August 23, 2017, assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares.

CUSIP No.

G8675B 105

1	NAMES OF REPORTING PERSONS	
	Techedu Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,146,059 ⁽¹⁰⁾ Ordinary Shares
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 3,146,059 ⁽¹⁰⁾ Ordinary Shares
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,146,059 ⁽¹⁰⁾ Ordinary Shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.1% of the Class A Ordinary Shares ⁽¹¹⁾ (or 5.5% of the total Ordinary Shares ⁽¹²⁾ assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares, representing 11.0% of the total outstanding voting power).	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

⁽¹⁰⁾ Representing (i) 2,000,000 Class A Ordinary Shares and (ii) 1,146,059 Class B Ordinary Shares.

⁽¹¹⁾ Based on 50,281,932 Class A Ordinary Shares outstanding as of June 30, 2017 as reported on the Issuer's Form 6-K furnished to the SEC on August 23, 2017, and assuming all Class B Ordinary Shares held by such reporting person are converted into the same number of Class A Ordinary Shares.

⁽¹²⁾ Based on 57,487,991 outstanding Ordinary Shares as a single class, being the sum of 50,281,932 Class A Ordinary Shares and 7,206,059 Class B Ordinary Shares outstanding as of June 30, 2017 as reported on the Issuer's Form 6-K furnished to the SEC on August 23, 2017, assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares.

Item 2. Identity and Background.

Item 2 of the Schedule 13D is hereby amended and restated as the follows:

Mr. Han, Connion, Learningon and Techedu are collectively referred to herein as “Reporting Persons,” and each, a “Reporting Person.” This Schedule 13D is being filed jointly by the Reporting Persons pursuant to Rule 13d-1(k) promulgated by the SEC under Section 13 of the Act. The agreement among the Reporting Persons relating to the joint filing is attached hereto as Exhibit A. Information with respect to each of the Reporting Persons is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of the information concerning the other Reporting Persons, except as otherwise provided in Rule 13d-1(k).

Each of Connion, Learningon and Techedu is principally an investment holding vehicle. Each of Connion and Learningon is a company organized and existing under the laws of the British Virgin Islands, and is ultimately wholly owned by HANQQ Trust. TMF (Cayman) Ltd. is the trustee of HANQQ Trust, with Mr. Han as settlor and Mr. Han and his family as beneficiaries. Techedu Limited is a company organized and existing under the laws of the British Virgin Islands and is wholly owned by Mr. Shaoyun Han. Mr. Han is the sole director of each of Connion, Learningon and Techedu, which do not have any executive officer. The registered office address of each of Connion, Learningon and Techedu is the offices of Trident Trust Company, (B.V.I.) Ltd., Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola, British Virgin Islands.

(a)–(c), (f) Mr. Han is the founder, chairman and chief executive officer of the Company. Mr. Han is a PRC citizen. The business address of each of Mr. Han is Suite 10017, Building E, Zhongkun Plaza, A18 Bei San Huan West Road, Haidian District, Beijing 100098, PRC.

(d) – (e) During the last five years, none of the Reporting Persons has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Schedule 13D is hereby amended and supplemented by the following:

On August 18, 2017, pursuant to the CBPA, Moocon redeemed a portion of the Bond in the principal amount of US\$8,326,285 together with the accrued and unpaid interest accrued thereon (the “First Redemption”). On August 29, 2017, Moocon redeemed another portion of the Bond in the principal amount of US\$9,038,009 together with the accrued and unpaid interest accrued thereon (the “Second Redemption” and, together with the First Redemption, the “Redemption”).

On August 30, 2017, Moocon entered into an amendment deed to the Bond (the “Amendment Deed”) with KKR Affiliate, Talent Wise Investment Limited, Mr. Han and Techedu Limited, pursuant to which the maturity date of the Bond was extended to October 14, 2017.

The last paragraph of Item 3 of the Schedule 13D is hereby amended and restated as follows:

The descriptions of the principal terms of the GS SPA, the IDG SPA, the CBPA and the Amendment Deed under Item 4 and Item 6 are incorporated herein by reference in its entirety.

Item 4. Purpose of Transaction.

Paragraph 1 of Item 4 of the Schedule 13D is hereby amended and restated as follows:

The Reporting Persons acquired the Ordinary Shares covered by this Schedule 13D for long-term investment purposes and intend to review their investment in the Company on a continuous basis. As Mr. Han is the founder, chairman and chief executive officer of the Company, Mr. Han may have influence over the corporate activities of the Company, including activities which may relate to transactions described in clauses (a) through (j) of Item 4 of Schedule 13D. In addition, Mr. Han may be granted options and other share-based awards to acquire Ordinary Shares of the Company under the Company's share incentive plans.

Paragraph 3 of Item 4 of the Schedule 13D is hereby amended and restated as follows:

Pursuant to the CBPA, Mr. Han shall not agree to have the Company to issue any share or any other equity security of any type or class to any person unless the Company has offered KKR and KKR Affiliate the right to purchase the Investor Group Pro Rata Share (as defined below) of such issuance on the same terms and conditions as are offered to the proposed recipient, other than (i) any grant or exercise of share-based awards pursuant to any existing share incentive plan of the Company, (ii) any issuance of Class A Ordinary Shares upon the conversion of Class B Ordinary Shares, (iii) financing activities for the purpose of purchasing equipment for the Company or its subsidiaries, (iv) equity security issued in connection with any share dividend, subdivision, combination or reclassification of capital stock in which all shareholders of the Company are entitled to participate on a pro rata basis and (v) any issuance of equity security in consideration of an acquisition or merger. Investor Group Pro Rata Share means the proportion that the number of shares of the Company held by KKR and KKR Affiliate bears to the aggregate number of all shares of the Company, on a fully-diluted basis. The provision as described in this paragraph will remain in full force and effect only for a period of two years from July 14, 2015, provided that such provision will immediately terminate and be of no further effect in the event that KKR and KKR Affiliate hold less than 3,413,132 Ordinary Shares. The provision has expired on July 13, 2017.

Item 5. Interest in Securities of the Issuer.

Item 5(a)-(b) and (c) of the Schedule 13D is hereby amended and restated as follows:

(a)-(b) The responses of each Reporting Person to Rows (7) through (13), including the footnotes thereto, of the cover pages of this Schedule 13D are hereby incorporated by reference in this Item 5.

By virtue of their actions in respect of the CBPA as described herein, the Reporting Persons, KKR and KKR Affiliate may be deemed to constitute a "group" within the meaning of Rule 13d-5(b) under the Act. As a member of a group, each of the Reporting Persons may be deemed to beneficially own the Ordinary Shares beneficially owned by the members of the group as a whole; thus, each Reporting Person may be deemed to beneficially own an aggregate of 23,876,560 Ordinary Shares (including an aggregate of 56,576 Class A Ordinary Shares issuable upon the exercise of options held by the Reporting Persons that are exercisable within 60 days after August 30, 2017), which represents approximately 41.5% of the total outstanding Ordinary Shares and approximately 72.5% of the voting power of the total outstanding Ordinary Shares. The aggregate of 23,876,560 Ordinary Shares include 6,826,263 Class A Ordinary Shares acquired by KKR Affiliate from GS and IDG pursuant to the SPAs.

Except as otherwise stated herein, each Reporting Person expressly disclaims any beneficial ownership of the Ordinary Shares (including Class A Ordinary Shares represented by ADSs) held by each other Reporting Person, KKR or KKR Affiliate.

Except as disclosed in this Schedule 13D, none of the Reporting Persons beneficially owns any Ordinary Shares or has the right to acquire any Ordinary Shares.

Except as disclosed in this Schedule 13D, none of the Reporting Persons presently has the power to vote or to direct the vote or to dispose or direct the disposition of any of the Ordinary Shares which it may be deemed to beneficially own.

(c) On August 9, 2017, Mr. Han exercised his options (granted under share incentive plans of the Company) to purchase an aggregate of 58,424 Class A Ordinary Shares from the Company for a total consideration of US\$254,728.64, representing a price of US\$4.36 per share.

On August 9, 2017, Mr. Han exercised his options (granted under share incentive plans of the Company) to purchase an aggregate of 270,788 Class A Ordinary Shares from the Company for a total consideration of US\$495,542.04, representing a price of US\$1.83 per share.

On August 17, 2017, Learningon Limited sold an aggregate 41,108 ADSs, representing 41,108 Class A Ordinary Shares, through a broker in an open market transaction (pursuant to 10b5-1 plan) for a consideration of US\$781,249.3184, representing an average selling price of US\$19.0048 per share.

On August 18, 2017, Learningon Limited sold an aggregate 190,690 ADSs, representing 190,690 Class A Ordinary Shares, through a broker in an open market transaction (pursuant to 10b5-1 plan) for a consideration of US\$3,624,025.312, representing an average selling price of US\$19.0048 per share.

Except as disclosed in this Schedule 13D, none of the Reporting Persons has effected any transaction in the Ordinary Shares during the past 60 days.

Item 6. Contracts, Arrangements, Understandings or Relationships with respect to Securities of the Issuer.

The last two paragraphs of the section headed "SCAs" under Item 6 of the Schedule 13D is hereby amended, supplemented and restated as follows:

Amendment Deed

On August 30, 2017, Moocon entered into the Amendment Deed with KKR Affiliate, Talent Wise Investment Limited, Mr. Han and Techedu Limited, pursuant to which the maturity date of the Bond was extended to October 14, 2017.

To the best knowledge of the Reporting Persons, except as provided herein, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between any of the Reporting Persons and any other person with respect to any securities of the Company, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power over the securities of the Company.

References to the GS SPA, the IDG SPA, the Assignment, the CBPA, the Bond, the Moocon SCA, the Techedu SCA, the RRA and the Amendment Deed in this Schedule 13D are qualified in their entirety by reference to the GS SPA, the IDG SPA, the Assignment, the CBPA, the Bond, the Moocon SCA, the Techedu SCA, the RRA and the Amendment Deed, copies of which are filed hereto as Exhibits B to J and incorporated herein by reference in their entirety.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and restated as follows:

Exhibit No.	Description
A	Joint Filing Agreement dated September 8, 2017 by and among the Reporting Persons.
B*	Share Purchase Agreement dated June 13, 2015, by and among KKR Affiliate, GS, and Connion.
C*	Share Purchase Agreement dated June 13, 2015, by and among KKR Affiliate, IDG, and Connion.
D*	Assignment dated July 10, 2015, by and between Connion and Moocon.
E*	Convertible Bond Purchase Agreement dated July 14, 2015, by and among Moocon, Mr. Han, KKR and KKR Affiliate.
F*	Bond dated July 15, 2015 delivered by Moocon to KKR.
G*	Share Charge Agreement dated July 15, 2015 by and between Moocon and KKR.
H*	Share Charge Agreement dated July 15, 2015 by and between Techedu and KKR.
I*	Registration Rights Agreement dated July 17, 2015 by and between the Company and KKR Affiliate.
J	Amendment Deed dated August 30, 2017 by and among Moocon, KKR Affiliate, Talent Wise Investment Limited, Mr. Han and Techedu Limited

*Filed previously.

SIGNATURE

After reasonable 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: September 8, 2017

Shaoyun Han

/s/ Shaoyun Han

Shaoyun Han

Connion Capital Limited

By: /s/ Shaoyun Han

Name: Shaoyun Han

Title: Director

Learnigon Limited

By: /s/ Shaoyun Han

Name: Shaoyun Han

Title: Director

Techedu Limited

By: /s/ Shaoyun Han

Name: Shaoyun Han

Title: Director

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Ordinary Shares of Tarena International, Inc., including Class A Ordinary Shares represented by American depositary shares, and that this Agreement be included as an Exhibit to such joint filing. Each of the undersigned acknowledges that each shall be responsible for the timely filing of any statement (including amendments) on Schedule 13D, and for the completeness and accuracy of the information concerning him or it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the other persons making such filings, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

Date: September 8, 2017

Shaoyun Han

/s/ Shaoyun Han
Shaoyun Han

Connion Capital Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Learningon Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Techedu Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

THIS DEED is dated August 30, 2017 and made among:

- (1) **Talent Wise Investment Limited**, an exempted company with limited liability incorporated in the Cayman Islands with its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, the Cayman Islands (the "Holder");
- (2) **Talent Fortune Investment Limited**, an exempted company with limited liability incorporated in the Cayman Islands with its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, the Cayman Islands (the "Holder Affiliate");
- (3) **Shaoyun HAN**, a PRC passport holder (passport number:) (the "Founder");
- (4) **Moocon Education Limited**, a company with limited liability incorporated in the British Virgin Islands with its registered office at the offices of Trident Trust Company (BVI) Limited, Trident Chambers, PO Box 146, Road Town, Tortola, the British Virgin Islands (the "Issuer"); and
- (5) **Techedu Limited**, a company with limited liability incorporated in the British Virgin Islands with its registered office at the offices of Trident Trust Company (BVI) Limited, Trident Chambers, PO Box 146, Road Town, Tortola, the British Virgin Islands (the "Issuer Affiliate", and, together with the Issuer, the "Chargors", and each a "Chargor").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Bond" means the convertible bond in the aggregate principal amount of US\$20,500,000 issued by the Issuer to the Holder on July 15, 2015 pursuant to the Bond Purchase Agreement.

"Bond Purchase Agreement" means the convertible bond purchase agreement dated July 14, 2015 among the Holder, the Holder Affiliate, the Issuer and the Founder.

"Party" means a party to this Deed.

"Share Charge Agreement" means each of the following share charge agreements in respect of charges over shares in Listco: (a) the share charge agreement dated July 15, 2015 between the Holder as chargee and the Issuer as chargor and (b) the share charge agreement dated July 15 between the Holder as chargee and the Issuer Affiliate as chargor.

1.2 Incorporation of defined terms

- (a) Unless a contrary indication appears, terms defined in the Bond or the relevant Share Charge Agreement (as applicable) shall have the same meanings in this Deed, *mutatis mutandis*, as if the same were set out in full in this Deed.
- (b) The construction set out in Clause 1.3 (*Interpretation*) of the Bond Purchase Agreement shall have effect as if set out in this Deed.

1.3 Third Party Rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right to enforce or to enjoy the benefit of any term of this Deed.
- (b) The consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

2. AMENDMENT

2.1 Amendment

With effect from (and including) the date of this Deed, the definition of Maturity Date under the Bond shall be replaced with the following, and the terms of the Bond and each other Transaction Document shall be read and construed accordingly:

"Maturity Date" means October 14, 2017, which is the end of the twenty-seventh (27th) month from the Issuance Date (as defined in the Bond).

2.2 Transaction Document

The Parties designate this Deed as a Transaction Document. The definition of Transaction Document shall be expanded to include this Deed (in addition to the agreements and documents referred to in the definition of Transaction Document under the Bond Purchase Agreement), and the terms of each Transaction Document shall be read and construed accordingly.

3. CONTINUING EFFECT

Except as amended by this Deed, the Bond and each other Transaction Document shall remain in full force and effect. Any reference in any Transaction Document to the Bond shall be construed as a reference to the Bond as amended by this Deed.

4. SECURITY CONFIRMATION

Each Chargor confirms for the benefit of each of the Holder and the Holder Affiliate that the Security created by the relevant Share Charge Agreement to which such Chargor is a party shall, unless and until fully discharged in accordance with the terms of the Transaction Documents:

- (a) (i) remain in full force and effect notwithstanding the amendments under this Deed and (ii) extend to any new obligation assumed by Obligor as a result of the amendments under this Deed; and
- (b) continue to secure the Secured Obligations thereunder as amended by this Deed.

5. REPRESENTATIONS

Each Party represents and warrants to each other Party on the date hereof that:

- (a) such Party has the full power and authority to enter into, execute and deliver this Deed and to perform the transactions contemplated hereunder, and, if such Party is not an individual, such Party is duly incorporated or organized and existing under the laws of the jurisdiction of its incorporation or organization;
- (b) the execution and delivery by such Party of this Deed and the performance by such Party of the transactions contemplated hereunder have been duly authorized by all necessary corporate or other action of such Party;
- (c) assuming the due authorization, execution and delivery hereof by the other Parties, this Deed constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and

the execution, delivery and performance of this Deed by such Party and the consummation of the transactions contemplated hereby will not (i) if such Party is not an individual, violate any provision of any organizational or governance document of such Party, (ii) require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to, any Governmental Authority in such Party's country of organization or any other Person (d) pursuant to any instrument, contract or other agreement to which such Party is a party or by which such Party is bound, other than any such consent, approval, action or filing that has already been duly obtained or made or otherwise explicitly required hereunder or (iii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound.

6. MISCELLANEOUS

6.1 Further assurance

Each Party shall do and perform, or cause to be done and performed, all such acts and things, and shall execute and deliver all other agreements and documents, as any other Party may reasonably request in order to give full effect to the amendments as contemplated under this Deed.

6.2 Counterparts

This Deed may be executed in any number of counterparts, and each has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

7. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the laws of Hong Kong, without giving effect to its conflicts of law principles.

This Deed has been delivered on the date stated at the beginning of this Deed.

(Signature Pages Follow)

SIGNATURES

IN WITNESS WHEREOF this document has been executed as a **DEED** and **DELIVERED** on the date stated at the beginning of this **DEED**.

HOLDER

EXECUTED and DELIVERED)
as a **DEED** by)
TALENT WISE INVESTMENT LIMITED)
acting by its director, William J. Janetschek) /s/ William J. Janetschek

HOLDER AFFILIATE

EXECUTED and DELIVERED)
as a **DEED** by)
TALENT FORTUNE INVESTMENT)
LIMITED)
acting by its director, William J. Janetschek) /s/ William J. Janetschek

FOUNDER

EXECUTED and DELIVERED)
as a **DEED** by)
SHAORYUN HAN) /s/ Shaoyun Han

ISSUER

EXECUTED and DELIVERED)
as a **DEED** by)
MOOCON EDUCATION LIMITED)
acting by its director, Shaoyun HAN) /s/ Shaoyun Han

ISSUER AFFILIATE

EXECUTED and DELIVERED)
as a **DEED** by)
TECHEDU LIMITED)
acting by its director, Shaoyun HAN) /s/ Shaoyun Han