

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*

*This announcement appears for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for the securities.*

## **China General Education Group Limited**

**中国通才教育集团有限公司**

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

**(Stock Code: 2175)**

### **DISCLOSABLE TRANSACTION IN RELATION TO THE ACQUISITION OF THE TARGET COMPANY**

#### **THE ACQUISITION**

The Board is pleased to announcement that on 6 November 2025 (after trading hours), the Company as the Purchaser, the Vendors, the Target Company, Nansha Beige, Guangzhou Alliance, Beijing Wener and Beige Property entered into an Equity Purchase Agreement pursuant to which the Core Vendors conditionally agreed to sell, and the Company conditionally agreed to acquire, the Sale Equity, representing 100% equity interest of the Target Company, at the Consideration.

Upon Completion, the Purchaser will own 100% equity interest of the Target Company which will become a wholly-owned subsidiary of the Company. The financial results of the Target Company and its subsidiaries will be consolidated in the financial statements of the Group.

#### **LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios in respect of the acquisition exceeds 5% but all the percentage ratios are less than 25%, the Acquisition constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirement under Chapter 14 of the Listing Rules.

**The Acquisition will only be completed subject to the fulfilment of certain conditions precedents stated in the Equity Purchase Agreement; the Acquisition may or may not proceed. Therefore, the shareholders of the Company and potential investors should be cautious when investing in the securities of the Company.**

## INTRODUCTION

The Board is pleased to announce that on 6 November 2025 (after trading hours), the Company as the Purchaser, the Vendors, the Target Company, Nansha Beige, Guangzhou Alliance, Beijing Wener and Beige Property entered into an Equity Purchase Agreement pursuant to which the Core Vendors conditionally agreed to sell, and the Company conditionally agreed to acquire, the Sale Equity, representing 100% equity interest of the Target Company, at the Consideration.

## KEY TERMS OF THE EQUITY PURCHASE AGREEMENT

The key terms of the Equity Purchase Agreement are set out below:

Date: 6 November 2025

Parties:	(i) Purchaser:	The Company
	(ii) Vendors:	Mr. Han Xue (the “ <b>Founder</b> ”) Mr. Su Xing Mr. Li Xiaotian Beige Beijing
	(iii) Target Company:	Guangzhou Tongmeng Art Education Consulting Co., Ltd.* (廣州市苟盟美術教育諮詢有限公司)
	(iv) Other parties	Nansha Beige Guangzhou Alliance Beijing Wener Beige Property

As at the date of this announcement, the Target Company was owned as to 70.74% by Mr. Li Xiaotian and 29.26% by Mr. Su Xing; Nansha Beige was owned as to 51% by Beige Beijing and 49% by the Target Company; Guangzhou Alliance, Beijing Wener and Beige Property are wholly owned by the Target Company. To the best of the Directors’ knowledge, information and belief having made all reasonable enquiry, the Vendors, the Target Group Companies and their ultimate beneficial owners are Independent Third Parties.

The Target Group Companies shall under restructuring prior to Completion such that Nansha Beige, Guangzhou Alliance, Beijing Wener and Beige Property shall become wholly owned by the Target Company (the “**Restructuring**”).

### **Assets to be acquired**

Pursuant to the Equity Purchase Agreement, the Purchaser has conditionally agreed to acquire, and the Core Vendors have conditionally agreed to sell, the Sale Equity, representing 100% equity interest of the Target Company.

### **Consideration**

Pursuant to the Equity Purchase Agreement, the total consideration for the Acquisition is RMB312,000,000, which shall be payable to the Core Vendors in proportion to the interest held by each of them. The Consideration will be payable in the following manners:

#### ***First Tranche***

30% of the Consideration, i.e. RMB93,600,000, shall be paid to the Core Vendors within 60 business days after the condition precedents set out below have been fulfilled (the “**First Payment Date**”):

- (1) all parties have duly executed and delivered the Equity Purchase Agreement and any other transaction documents;
- (2) the Acquisition and the execution, delivery and performance of the transaction documents have been approved by the Board and Shareholders meeting (if required), and the Company has published an announcement for this Acquisition as required by the applicable laws and has obtained no comment letter from the Stock Exchange in respect of the circular regarding the Acquisition (if required);
- (3) the Purchaser is satisfied with the results of the Target Group Companies’ consultations with the competent education authorities regarding the feasibility and compliance of the Acquisition, and the registrations and filings as required by these authorities have been completed;
- (4) all registration and filing procedures with the relevant government authorities in relation to the Restructuring have been completed;
- (5) the internal authorised decision-making bodies of the Target Group Companies have approved the Acquisition and the execution, delivery and performance of the Transaction Documents;

- (6) the Vendors and the Target Group Companies have obtained all necessary third party consents, approvals, and waivers for the execution, delivery, and performance of the Equity Purchase Agreement and other transaction documents, including written confirmations from other equity holders of the Target Group Companies regarding the waiver of any pre-emptive right and other prior rights concerning the Sale Equity, as well as relevant notifications and/or written consent letters from lending banks as required under the loan agreements of the Target Group Companies (if any);
- (7) the Target Group Companies having obtained all necessary approvals and licenses for their business operations, which are conducted in compliance with applicable laws and regulations; Nansha Beige has completed the procedures regarding the change of organiser (舉辦者) and the extension of the Permit for Operating a Private School (民辦學校辦學許可證) and the Food Business License (食品經營許可證) held by its canteen;
- (8) the Target Group Companies having rectified the issues discovered by the Purchaser during its financial due diligence, to the satisfaction of the Purchaser;
- (9) the representations and warranties of the Vendors are true, accurate, and complete in all material respects;
- (10) the Sale Equity have been registered under the Purchaser's name with the competent market supervision authority, and the register of members of the Target Company (bearing its official seal) have been updated to reflect the Purchaser's ownership of the Sale Equity;
- (11) the change of the directors, supervisors, legal representative, and other senior management of the Target Group Companies, as stipulated in the Equity Purchase Agreement and any other requirements as required by the Purchaser, having been completed. The change in personnel and the updated articles of association of the Target Group Companies in relation to the Acquisition having been duly registered or filed with the competent governmental authorities;
- (12) the Vendor and the Target Group Companies remain in compliance with their respective commitments and obligations under the Equity Purchase Agreement, with no breach having occurred;
- (13) no material adverse change has occurred to the Target Group Companies;
- (14) the key personnel have entered into employment and/or non-compete and non-solicitation agreements with the Target Group Companies, the form and content of which are satisfactory to the Purchaser;

- (15) all guarantee obligations of the Target Group Companies and any debts not directly related to the principal business operations of the Target Group Companies have been discharged or released. If such discharge or release would result in any liability of the Target Group Companies, the Vendors shall bear the relevant liability or fully indemnify the Target Group Companies to ensure they suffer no actual loss;
- (16) Beige Beijing has settled the debt and the interests owed to Nansha Beige according to the loan agreement previously entered into between them;
- (17) all of the campuses of the Target Group Companies having completed intelligent equipment upgrades, submitted written acceptance reports to the Purchaser, and the Purchaser has confirmed that the upgrade results are satisfactory. This includes, but is not limited to, the comprehensive installation of cameras and the activation of the intelligent system specified by the Purchaser;
- (18) the Target Group Companies having transferred their respective financial control to the Target Company, which has subsequently transferred its financial control to the entity as designated by the Purchaser. Such transfers include implementing the Purchaser's fund payment processes and systems, delivering U-Key, replacing and/or assigning relevant financial personnel, replacing authorised bank signatories, and executing the bank account management requirements as required by the Purchaser;
- (19) the Vendors and the Target Group Companies having transferred all documents, materials, and assets pertaining to the Target Group Companies to the Purchaser's designated entity;
- (20) Nansha Beige and Guangzhou Alliance have been successfully removed from the abnormal business operations list via application through the National Enterprise Credit Information Publicity System or other means; and
- (21) no applicable law or governmental prohibition is in effect that would restrict or prohibit the completion of the Acquisition or the terms contemplated under the Transaction Documents.

## ***Second tranche***

25% of the Consideration, i.e. RMB78,000,000 (the “**Second Tranche Payment**”), shall be settled in cash or by allotment and issue of Consideration Shares by the Purchaser to the Core Vendors on the later of (a) the expiry of 60 business days after the date of issue of the 2026 Annual Audit Report (as defined below), or (b) the day after the first anniversary of the First Payment Date, subject to the fulfilment of the following conditions:

- (1) the Company’s auditor (or other accounting firm appointed by the Company) issues an audit report on Target Company’s consolidated financial statements for the 2026 Financial Year (hereinafter referred to as the “**2026 Annual Audit Report**”), confirming that the net profit attributable to the parent company (母公司股東) as achieved by the Target Company (excluding non-recurring gains and losses) during the 2026 Financial Year shall reach RMB26,000,000;
- (2) the Vendors’ representations and warranties remain true, accurate, and complete in all material respects; the Vendors and the Target Group Companies continue to comply with their commitments and obligations pursuant to the Equity Purchase Agreement, and no breach of the Equity Purchase Agreement has occurred;
- (3) no material adverse change has occurred to the Target Group Companies; and
- (4) no applicable law or governmental prohibition is in effect that would restrict or prohibit the Acquisition or the terms contemplated under the Transaction Documents.

If the net profit attributable to the parent company as achieved by the Target Company during the 2026 Financial Year, as stated in the 2026 Annual Audit Report, fails to reach RMB24,700,000, the Purchaser shall have the right to deduct the following amount in RMB from the Second Tranche Payment:

Amount to be deducted =  $(1 - \text{audited net profit of the Target Company for the 2026 Financial Year} \div 26,000,000) \times \text{Second Tranche Payment}$ .

The Second Tranche Payment shall be settled in cash or by allotment and issue of Consideration Shares. The number of Consideration Shares to be allotted and issued = the final amount of Second Tranche Payment (after adjustment) as agreed by the parties converted to HK\$ at the designated exchange rate as at the date of payment divided by the Issue Price.

### ***Third tranche***

20% of the Consideration, i.e. RMB62,400,000 (the “**Third Tranche Payment**”), shall be settled in cash or by allotment and issue of Consideration Share by the Purchaser to the Core Vendors on the later of (a) the expiry of 60 business days after the date of issue of the 2027 Annual Audit Report (as defined below), or (b) the day after the second anniversary of the First Payment Date, subject to the fulfilment of the following conditions:

- (1) the Company’s auditor (or other accounting firm appointed by the Company) issues an audit report on Target Company’s consolidated financial statements for the 2027 Financial Year (hereinafter referred to as the “**2027 Annual Audit Report**”), confirming that the net profit attributable to the parent company as achieved by the Target Company (excluding non-recurring gains and losses) during the 2027 Financial Year shall reach RMB30,680,000;
- (2) the Vendors’ representations and warranties remain true, accurate, and complete in all material respects; the Vendors and the Target Group Companies continue to comply with their commitments and obligations pursuant to the Equity Purchase Agreement, and no breach of the Equity Purchase Agreement has occurred;
- (3) no material adverse change has occurred to the Target Group Companies; and
- (4) no applicable law or governmental prohibition is in effect that would restrict or prohibit the Acquisition or the terms contemplated under the Transaction Documents.

If the net profit attributable to the parent company as achieved by the Target Company during the 2027 Financial Year, as stated in the 2027 Annual Audit Report, fails to reach RMB29,146,000, the Purchaser shall have the right to deduct the following amount in RMB from the Third Tranche Payment:

Amount to be deducted =  $(1 - \text{audited net profit of the Target Company for the 2027 Financial Year} \div 30,680,000) \times \text{Third Tranche Payment}$ .

The Third Tranche Payment shall be settled in cash or by allotment and issue of Consideration Shares. The number of Consideration Shares to be allotted and issued = the final amount of Third Tranche Payment (after adjustment) as agreed by the parties converted to HK\$ at the designated exchange rate as at the date of payment divided by the Issue Price.

### ***Fourth tranche***

25% of the Consideration, i.e. RMB78,000,000 (the “**Fourth Tranche Payment**”), shall be settled in cash or by allotment and issue of Consideration Shares by the Purchaser to the Core Vendors on the later of (a) the expiry of 60 business days after the date of issue of the 2028 Annual Audit Report (as defined below), or (b) the day after the third anniversary of the First Payment Date, subject to the fulfilment of the following conditions (the “**Fourth Tranche Conditions**”):

- (1) the Company’s auditor (or other accounting firm appointed by the Company) issues an audit report on Target Company’s consolidated financial statements for the 2028 Financial Year (hereinafter referred to as the “**2028 Annual Audit Report**”), confirming that the net profit attributable to the parent company as achieved by the Target Company (excluding non-recurring gains and losses) during the 2028 Financial Year shall reach RMB36,202,400;
- (2) the Actual Accumulated Net Profit shall reach the Cumulative Audited Net Profit;
- (3) the Vendors’ representations and warranties remain true, accurate, and complete in all material respects; the Vendors and the Target Company continue to comply with their commitments and obligations pursuant to the Equity Purchase Agreement, and no breach of the Equity Purchase Agreement has occurred;
- (4) no material adverse change has occurred to the Target Group Companies;
- (5) the Target Group Companies having completed brand unification, namely adopting the brand name specified by the Purchaser as the brand for external publicity and commercial promotion, including the selection of advertising slogans, public relations, and promotional taglines. Such brand name changes shall be made in accordance with the Purchaser’s prior written instructions and the results of such changes shall be satisfactory to the Purchaser; and
- (6) no applicable law or governmental prohibition is in effect that would restrict or prohibit the Acquisition or the terms contemplated under the Transaction Documents.

Notwithstanding the above, the Fourth Tranche Payment shall be subject to the following adjustments:

- (1) if the Fourth Tranche Conditions are all fulfilled, the Fourth Tranche Payment would be adjusted to the following amount (in RMB), which equals to 312,000,000 less the aggregate amount of Consideration already paid or settled by the Company;
- (2) if the Actual Accumulated Net Profit is less than 95% of the Cumulative Audited Net Profit, the Fourth Tranche Payment would be adjusted to the following amount (in RMB):

$312,000,000 \times (\text{Actual Accumulated Net Profit} / \text{Cumulative Audited Net Profit}) - \text{the aggregate amount of Consideration already paid or settled by the Company}$

The Fourth Tranche Payment shall be settled in cash or by allotment and issue of Consideration Shares. The number of Consideration Shares to be allotted and issued = the final amount of Fourth Tranche Payment (after adjustment) as agreed by the parties converted to HK\$ at the designated exchange rate as at the date of payment divided by the Issue Price.

### **Profit Guarantee**

Pursuant to the Equity Purchase Agreement, the Purchaser shall have the right to require the Founder and the Core Vendors (collectively, the “**Guarantors**”) to provide compensation in the event the Actual Accumulated Net Profit fails to reach 95% of the Cumulative Audited Net Profit. The compensation shall equal the following amount (in RMB):

$(30,960,800 - (\text{Actual Accumulated Net Profit}/3))/30,960,800 \times 312,000,000$  – the aggregate amount of deduction from the Second Tranche Payment and the Third Tranche Payment and the Fourth Tranche Payment as adjusted under the paragraph headed “Consideration” above.

The Purchaser shall have the right to require the Guarantors to settle the compensation by the return of Consideration Shares, subject to compliance of the Listing Rules and the applicable laws. The Guarantors shall settle the compensation no later than 60 business days after the date of issue of the 2028 Annual Audit Report.

### **Repurchase of the Sale Equity**

In the event of any of the following, subject to compliance of the Listing Rules and applicable laws, the Purchaser has the right to require the Vendors to repurchase part or all of the Sale Equity (“**Repurchase of Sale Equity**”):

- (i) the Target Company fails to achieve net profit attributable to the parent company which reaches at least 90% of the guaranteed net profit in any of 2026 Financial Year, 2027 Financial Year and 2028 Financial Year (the guaranteed net profit being RMB26,000,000, RMB30,680,000 and RMB36,202,400 respectively);
- (ii) the Target Group Companies fails to operate normally due to breach of applicable laws;
- (iii) the key personnel has committed any wrongdoings; or
- (iv) the Vendors and the key personnel has breached any undertaking or liability owed to the Group.

The consideration for the Repurchase of Sale Equity shall equal to the Consideration already settled by the Purchaser plus 10% interest per annum, and can be settled by cash or return of the Consideration Shares. In the event the Company elects to exercise its right to require the Vendors to repurchase part or all of the Sale Equity, the Company will comply with the applicable Listing Rules and applicable laws, and issue announcements to update the Shareholders and investors where appropriate.

## **The allotment and issue of the Consideration Shares**

As set out in the paragraph headed “Consideration” above, the Company may elect to settle the Second Tranche Payment, the Third Tranche Payment and/or the Fourth Tranche Payment (or partially) by the allotment and issuance of certain Consideration Shares. Based on the Issue Price, being HK\$3.75, it is estimated that the maximum number of Consideration Shares will be 63,894,679 assuming that the Second Tranche Payment, the Third Tranche Payment and the Fourth Tranche Payment will be entirely settled by the allotment and issue of the Consideration Shares. The number of Consideration Shares is subject to change due to the exchange rate and the adjustments in the Second Tranche Payment, the Third Tranche Payment and the Fourth Tranche Payment as set out in the paragraph headed “Consideration” above.

As at the date of this announcement, there are a total of 505,517,000 Shares in issue. A total number of 63,894,679 Consideration Shares represents approximately 12.64% of the total number of Shares in issue as at the date of this announcement.

The Consideration Shares will be allotted and issued under the General Mandate and no approval from the Shareholders shall be required. The Consideration Shares, when allotted and issued, shall rank pari passu in all respects with all the other Shares in issue as at the date of allotment and issue of such Consideration Shares including the right to all dividends, distributions and other payments made or to be made, the record date for which falls on or after the date of such allotment and issue.

An application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the Consideration Shares on the Stock Exchange.

The Issue Price of HK\$3.75 represents:

- (a) no discount to the closing price of HK\$3.75 per Share as quoted on the Stock Exchange on the date of the Equity Purchase Agreement; and
- (b) a premium of approximately 14.68% to the average closing price of approximately HK\$3.27 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately prior to the date of the Equity Purchase Agreement.

The Issue Price was determined by the Company and the Vendors after arm’s length negotiations, with reference to, among others, (i) the financial position of the Company; (ii) the prevailing market price of the Shares; and (iii) the current market conditions.

The Company shall comply with the Listing Rules and issue announcements as and when appropriate in relation to the allotment and issue of the Consideration Shares, and the effect on the shareholding of the Company due to the allotment and issue of the Consideration Shares. If the General Mandate is insufficient to settle all or part of the Second Tranche Payment, the Third Tranche Payment and the Fourth Tranche Payment, or the Company is unable to use the General Mandate to allot and issue the Consideration Shares due to any other reason, the Company will comply with all necessary Listing Rules and obtain special mandate from the Shareholders for the allotment and issue of the Consideration Shares. The allotment and issue of the Consideration Shares shall not trigger any obligation to make mandatory offer under the Takeovers Code.

### **Basis of the Consideration**

The Consideration was determined after arm's length negotiations between the Vendors and the Purchaser on normal commercial terms, having taken into account (a) the financial performance and the business prospects of the Target Group Companies; (b) the growth potential and the future prospects of the Target Group Companies; (c) the unaudited consolidated financial information of the Target Group Companies for the two financial years ended 31 August 2024 and 2025; (d) the appraised value of the Target Company as determined by a valuer, being approximately RMB541.8 million; and (e) the reasons for and benefits of the Acquisition as set out in the paragraph headed "Reasons for and Benefits of the Acquisition" below. The Consideration (if settled in cash) will be satisfied by the internal resources of the Group.

### **Completion**

Upon Completion, the Purchaser will own 100% equity interest of the Target Company which will become a wholly-owned subsidiary of the Company. The financial results of the Target Company and its subsidiaries will be consolidated in the financial statements of the Group.

### **REASONS FOR AND BENEFITS OF THE ACQUISITION**

The Group is principally engaged in, among others, the provision of education services. After spending years of providing private higher education in Shanxi Province, China, the Group has been exploring opportunities to expand its business scope by tapping into other education-related activities. The Target Group Companies are principally engaged in provision of art exam training services (藝考培訓), and the customers of the art exam training market has a strong willingness to pay with a high growth demand in the training services, thereby opening new revenue streams to the Group and also reducing the risk of the Group of focusing on single business. The Group can quickly seize the opportunity to develop this high growth market and benefit from the synergies to be created between the businesses of the Group and the Target Group Companies, for example, sharing of teaching resources and utilising the practical experiences of the education centres of the Group and the Target Group Companies to enhance the teaching quality.

Besides, the Acquisition can enhance brand coverage and strengthen social recognition of the Group. By entering the niche market of art exam training and combining it with higher education, the overall brand influence of the Group in the education industry of the PRC can be strengthened, and the public will grow more trust and confidence in the services provided by the Group.

Therefore, the Board believes that the Acquisition provides the Group with a good opportunity to leverage on its educational expertise to expand its business scope in the PRC, to diversify the revenue stream of the Group and bring stable and sustainable growth in revenue to the Group in the long run.

In view of the above, the Directors (including independent non-executive Directors) believe that the Consideration is fair and reasonable, and the Equity Purchase Agreement was entered into on normal commercial terms or better, and the Acquisition is in the best interests of the Group and the Shareholders as a whole.

## **INFORMATION OF THE PARTIES**

### **The Company and the Group**

The Company, alongside the Group, is a leading provider of private higher education in Shanxi Province, China, and the Group operates a college in Taiyuan City, Shanxi Province, the PRC.

### ***The Vendors (except Beige Beijing)***

Each of the Vendors (except Beige Beijing) is a PRC citizen and an individual merchant with years of experience in the PRC education industry.

### ***Beige Beijing***

As at the date of this announcement, Beige Beijing is a company established in the PRC with limited liability and having a registered capital of RMB11,818,182. The principal business of Beige Beijing includes the provision of software services and software development.

As at the date of this announcement, approximately 84.61% of the equity interest of Beige Beijing is ultimately controlled by the Founder, and approximately 15.39% is ultimately controlled by China Everbright Limited (a company listed on the Stock Exchange, stock code: 165).

### **Target Company**

As at the date of this announcement, the Target Company is a company established in the PRC with limited liability and having a registered capital of RMB1,000,000. The principal business of the Target Company is the provision of art exam training services (藝考培訓).

As at the date of this announcement, the Target Company is owned as to 70.74% by Mr. Li Xiaotian and 29.26% by Mr. Su Xing.

Set out below is the unaudited consolidated financial information of the Target Group Companies for the two financial years ended 31 August 2024 and 2025:

	For the year ended	
	31 August 2024	31 August 2025
	<i>RMB million</i>	<i>RMB million</i>
Revenue	62.26	68.32
Net profit before taxation	17.25	19.35
Net profit after taxation	12.75	14.36

The unaudited consolidated total assets and net assets of the Target Group Companies as at 31 August 2025 was approximately RMB126.34 million and RMB50.54 million, respectively.

### ***Nansha Beige***

As at the date of this announcement, Nansha Beige is a company established in the PRC with limited liability and having a registered capital of RMB1,000,000. The principal business of Nansha Beige includes the provision of catering management and art training for private training institutions.

As at the date of this announcement, Nansha Beige is owned as to 51% by Beige Beijing and 49% by the Target Company.

### ***Guangzhou Alliance***

As at the date of this announcement, Guangzhou Alliance is a company established in the PRC with limited liability and having a registered capital of RMB1,000,000. The principal business of Guangzhou Alliance includes the provision of technology services and technology consulting services.

As at the date of this announcement, Guangzhou Alliance is wholly-owned by the Target Company.

### ***Beijing Wener***

As at the date of this announcement, Beijing Wener is a company established in the PRC with limited liability and having a registered capital of RMB1,000,000. The principal business of Beijing Wener includes the provision of technical services, development and consulting.

As at the date of this announcement, Beijing Wener is wholly-owned by the Target Company.

## ***Beige Property***

As at the date of this announcement, Beige Property is a company established in the PRC with limited liability and having a registered capital of RMB100,000. The principal business of Beige Property includes property management and the provision of housing rental services.

As at the date of this announcement, Beige Property is wholly-owned by the Target Company.

## **LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios in respect of the Acquisition exceed 5% but are all less than 25%, the Acquisition constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirement under Chapter 14 of the Listing Rules.

As the appraised value of the Target Company was determined by a valuer in the valuation report by using discounted cash flow method under the income approach, the calculation of the value of all shareholders' interests in the Target Company as set out in the valuation report constitutes a profit forecast under Rule 14.61 of the Listing Rules. The Company will make further announcement in relation to the information of the valuation report in accordance with the Listing Rules.

**The Acquisition will only be completed subject to the fulfilment of certain conditions precedents stated in the Equity Purchase Agreement; the Acquisition may or may not proceed. Therefore, the shareholders of the Company and potential investors should be cautious when investing in the securities of the Company.**

## **DEFINITIONS**

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

“2026 Financial Year”	the financial year of 1 September 2025 to 31 August 2026
“2027 Financial Year”	the financial year of 1 September 2026 to 31 August 2027
“2028 Financial Year”	the financial year of 1 September 2027 to 31 August 2028
“Acquisition”	the purchase of the Sale Equity from the Core Vendors pursuant to the terms and conditions of the Equity Purchase Agreement
“Actual Accumulated Net Profit”	the aggregate amount of the actual audited net profit of the Target Company as stated in the 2026 Annual Audit Report, the 2027 Annual Audit Report and the 2028 Annual Audit Report

“Beige Beijing”	Beige (Beijing) Education Technology Co., Ltd.* (北格(北京)教育科技有限公司), a company established in the PRC with limited liability
“Beige Property”	Guangzhou Beige Zhongke Property Co., Ltd.* (廣州北格中科物業有限公司), a company established in the PRC with limited liability
“Beijing Wener”	Beijing Wener Technology Co., Ltd.* (北京聞爾科技有限公司), a company established in the PRC with limited liability
“Board”	the board of Directors
“Company”	China General Education Group Limited (中国通才教育集团有限公司), an exempted company incorporated in the Cayman Islands with limited liability, the issued Shares of which are listed on the Main Board of the Stock Exchange (stock code: 2175)
“Completion”	completion of the sale and purchase of the Sale Equity according to the Equity Purchase Agreement
“Consideration”	the total consideration in the sum of RMB312,000,000 payable by the Purchaser to the Core Vendors for the Acquisition as described under the paragraph headed “Consideration”
“Consideration Shares”	the new Shares to be issued to the Vendors by the Company at the Issue Price in order to settle part of the Consideration
“Core Vendors”	Mr. Li Xiaotian and Mr. Su Xing
“Cumulative Audited Net Profit”	RMB92,882,400
“Director(s)”	the director(s) of the Company
“Equity Purchase Agreement”	the conditional share purchase agreement entered into among the Purchaser, the Vendors, the Target Company, Nansha Beige, Guangzhou Alliance, Beijing Wener and Beige Property on 6 November 2025 regarding the acquisition of the Sale Equity
“General Mandate”	the mandate granted to the Directors to issue, allot and deal with up to 20% of the total issued Shares of the Company as at the date of its annual general meeting held on 18 February 2025 (i.e. up to 101,103,400 Shares)
“Group”	the Company and its subsidiaries

“Guangzhou Alliance”	Guangzhou Alliance Education Technology Co., Ltd.* (廣州同盟教育科技有限公司), a company established in the PRC with limited liability
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	third party(ies) independent of the Company and its connected persons
“Issue Price”	the issue price of HK\$3.75 per Consideration Share, being the higher of the following: (i) the average price per Share during the five trading days immediately preceding the date of this announcement (which is also the date of the Equity Purchase Agreement), and (ii) the closing price of the Shares at the date of the Equity Purchase Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Nansha Beige”	Guangzhou Nansha District Beige Tongmeng Education and Training Center Co., Ltd.* (廣州市南沙區北格苘盟教育培訓中心有限公司), a company established in the PRC with limited liability
“PRC”	the People’s Republic of China which, for the purpose of this announcement and for geographical reference only, excludes Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and the Taiwan Region
“Purchaser”	the Company
“RMB”	Renminbi, the lawful currency of the PRC
“Sale Equity”	100% equity interest of the Target Company beneficially owned by the Core Vendors as at the date of this announcement
“Share(s)”	ordinary share(s) of US\$0.00001 each in the issued share capital of the Company
“Shareholder(s)”	holder(s) of the issued share(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Takeovers Code”	The Hong Kong Code on Takeovers and Mergers as amended from time to time
“Target Company”	Guangzhou Tongmeng Art Education Consulting Co., Ltd.* (廣州市荷盟美術教育諮詢有限公司), a company established in the PRC with limited liability
“Target Group Companies”	collectively refers to the Target Company, Nansha Beige, Guangzhou Alliance, Beijing Wener, Beige Property, and their subsidiaries
“Transaction Documents”	collectively refers to the Equity Purchase Agreement and other agreements or documents executed by the Parties for the purpose of completing the Acquisition
“US\$”	United States dollars, the lawful currency of the United States
“Vendors”	collectively refers to Mr. Han Xue (韓雪), Mr. Su Xing (蘇醒), Mr. Li Xiaotian (黎小田), and Beige Beijing
“%”	Percentage

By order of the Board  
**China General Education Group Limited**  
**ZHANG Zhiwei**  
*Chairman*

Hong Kong, 6 November 2025

*As at the date of this announcement, the executive Directors are Mr. Zhang Zhiwei, Mr. Niu Xiaojun and Ms. Zhang Zhonghua; and the independent non-executive Directors are Mr. Zan Zhihong, Mr. Hu Yuting, Mr. Wong Chi Wah and Mr. Hu Binhong.*

*\* For identification purposes only*

*For the purpose of this announcement, the exchange rate between HK\$ and RMB is HK\$1=RMB0.9115.*