

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

**FORM 6-K**

REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16  
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of February 2022

Commission file number: 001-39259

**China Liberal Education Holdings Limited**

Room 1618 Zhongguangcun MOOC Times Building,  
18 Zhongguangcun Street, Haidian District  
Beijing, People's Republic of China 100190  
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

**Entry into a Definitive Agreement**

On February 1, 2022, China Liberal Education Holdings Limited (the "Company") entered into a stock purchase agreement (the "Stock Purchase Agreement") with Wanwang Investment Limited, Xiaoshi Huang, and Thrive Shine Limited, to acquire all the equity interests of Wanwang Investment Limited from Xiaoshi Huang and Thrive Shine Limited in consideration for US\$60 million, subject to certain adjustments and payable pursuant to an installment schedule. Wanwang Investment Limited, through its subsidiaries, operates an independent three-year college and a four-year college.

On February 16, 2022, the Company entered into Amendment No. 1 to the Stock Purchase Agreement with Xiaoshi Huang, Thrive Shine Limited and Wanwang Investment Limited, to amend Section 2.3(a) of the Stock Purchase Agreement to update the payment method of consideration upon the closing of the transaction contemplated by the Stock Purchase Agreement. Under the Amendment No. 1 to the Stock Purchase Agreement, upon the closing of the transaction, US\$33 million shall be delivered to a joint account controlled by the Company and Xiaoshi Huang, which shall be released to Xiaoshi Huang once adjustment to the total consideration, if any, has been made pursuant to Section 2.6(c) of the Stock Purchase Agreement. Simultaneous with the release of the US\$33 million payment, the Company shall deliver US\$7 million or such reduced amount after adjustments as determined under Section 2.6(c) of the Stock Purchase Agreement. The total amount of consideration due upon closing remains the same, subject to certain adjustments. With the exception of this amendment, all other provisions of the Stock Purchase Agreement remain unchanged. The closing of the transaction contemplated by the Stock Purchase Agreement is expected to occur before May 2022.

On February 17, 2022, the Company issued a press release announcing the entry into Amendment No. 1 to the Stock Purchase Agreement. A copy of the press release is filed as Exhibit 99.1 to this Form 6-K.

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**EXHIBIT INDEX**

<b>Number</b>	<b>Description of Exhibit</b>
<a href="#">1.1</a>	<a href="#">Amendment No. 1 to Stock Purchase Agreement dated February 16, 2022</a>
<a href="#">99.1</a>	<a href="#">Press Release – China Liberal Education Holdings Limited Provides Update on Acquisition of Wanwang Investment Limited</a>

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## SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

### **China Liberal Education Holdings Limited**

Date: February 17, 2022

By: /s/ Ngai Ngai Lam

Ngai Ngai Lam  
Chief Executive Officer and Chairperson  
of the Board of Directors

## AMENDMENT NO. 1 TO STOCK PURCHASE AGREEMENT

This Amendment No. 1 to Stock Purchase Agreement (this “Agreement”) is made and entered into as of February 16, 2022 by and among China Liberal Education Holdings Limited, a company organized under the laws of the Cayman Islands (the “**Buyer**”), Wanwang Investment Limited, a company organized under the laws of the British Virgin Islands (the “**Company**”), XIAOSHI HUANG, a Hong Kong Special Administrative Region citizen residing in the PRC (“**Huang**”) and Thrive Shine Limited a company organized under the laws of the British Virgin Islands (“**Thrive**”), Huang and Thrive may be referred to herein individually as a “**Seller**” and collectively as the “**Sellers**”. Each of the parties named above may be referred to herein as a “**Party**” and collectively as the “**Parties**.”

## RECITALS

**WHEREAS**, the Buyer, the Sellers and the Company are parties to that certain Stock Purchase Agreement dated as of February 1, 2022 (the “Original Agreement”), where the Buyer purchased shares of the Company from the Sellers;

**WHEREAS**, the Parties desire to amend certain terms and conditions of the Original Agreement with respect to the Closing Payment;

**WHEREAS**, pursuant to Section 12.7 of the Original Agreement, the Original Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment; and

**WHEREAS**, the undersigned constitute all related parties to the Original Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**1. Defined Terms.** Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Original Agreement.

**2. Amendment.**

(1) **Amendment.** The Parties hereby agree to amend the Original Agreement (as amended by this Agreement, the “Amended Agreement”) as follows:

The Closing Payment. The Original Agreement shall be amended, *mutatis mutandis*, as follows (i) cash in the amount of US\$ 33,000,000 (which included US\$ 1,500,000 earnest money paid to the Seller on December 27, 2021), shall be delivered to a joint account controlled jointly by Huang and the Buyer at the Closing and shall be released to Huang with Huang and the Buyer’s written consent upon completion of the Purchase Price adjustment pursuant to Section 2.6(c) of the Original Agreement; and (ii) cash in the amount of US\$ 7,000,000 or such reduced amount as determined under Section 2.6(c) of the Original Agreement hereof, shall be delivered to Huang or his designees at the same time of the Closing Payment released to Huang pursuant to Section 2(1)(i) of this Agreement.

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(2) **Reference to and Effect on the Original Agreement.** On or after the date hereof, each reference in the Original Agreement to “this Agreement,” “hereunder,” “herein” or words of like import shall mean and be a reference to the Original Agreement as amended hereby. No reference to this Agreement need be made in any instrument or document at any time referring to the Original Agreement, a reference to the Original Agreement in any of such to be deemed a reference to the Amended Agreement.

(3) **No Other Amendments.** Except as set forth herein, the Original Agreement shall remain in full force and effect in accordance with its terms, which such terms are hereby ratified and confirmed and remain in full force and effect.

**3. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**4. Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

**5. Governing Law; jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties shall be governed, construed and interpreted in accordance with the laws of the People’s Republic of China without regard to its choice of laws principles. Any unresolved controversy or claim arising out of this Agreement will be governed in accordance with the provisions of the Original Agreement.

**6. Representation by Counsel.** Each of the parties hereto has been represented or has had the opportunity to be represented by legal counsel of their own choice.

(Signature Pages Follow)

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**THE BUYER:**

CHINA LIBERAL EDUCATION HOLDINGS LIMITED

By: /s/ Ngai Ngai Lam

Name: Ngai Ngai Lam

Title: CEO

**THE SELLERS:**

XIAOSHI HUANG

By: /s/ Xiaoshi Huang

Name: Xiaoshi Huang

Adress: 1A-201, FMP, 9 Lian Rong Road, Minhou County, Fuzhou, Fujian Province, P.R.C

Thrive Shine Limited

By: /s/ Ziming Xu

Name: Ziming Xu

Title: Sole Director

**THE COMPANY :**

WAN WANG INVESTMENT LIM ITED

By: /s/ Xiaoshi Huang

Name: Xiaoshi Huang

Title: Sole Director

## China Liberal Education Holdings Limited Provides Update on Acquisition of Wanwang Investment Limited

BEIJING, CHINA, February 17, 2022 -- China Liberal Education Holdings Limited (Nasdaq: CLEU) (“China Liberal”, or the “Company”, or “we”), a China-based company that provides smart campus solutions and other educational services, today provided an update on the acquisition (the “Acquisition”) of Wanwang Investment Limited (“Wanwang”), the operator of an independent three-year college and a four-year college in China with a total student enrollment of over 4,200.

As previously disclosed, on February 1, 2022, the Company entered into a stock purchase agreement with Wanwang, Xiaoshi Huang and Thrive Shine Limited, to acquire all the equity interests of Wanwang Investment Limited from Xiaoshi Huang and Thrive Shine Limited in consideration for US\$60 million, subject to certain adjustments and payable in installments. The Company, Xiaoshi Huang, Thrive Shine Limited and Wanwang entered into Amendment No.1 to Stock Purchase Agreement (the “Amendment”) on February 16, 2022. As of the date hereof, 100% of the equity interests in Wanwang has been successfully transferred from Xiaoshi Huang and Thrive Shine Limited to China Liberal, and the sole director of Wanwang and its affiliate, Wanzhong (Hong Kong) Education Investment Management Co., Ltd, has been updated to be Ms. Ngai Ngai Lam, Chairperson and CEO of China Liberal.

China Liberal has wired part of the consideration for the Acquisition to the joint account held by Xiaoshi Huang and Ms. Ngai Ngai Lam pursuant to the terms of the Amendment. The releasing of the closing payment to Wanwang’s seller is pending the closing of the Acquisition, which is scheduled to occur upon the completion of the audit of Wanwang’s financial results for the fiscal year 2021. The closing of the Acquisition is expected to occur before May 2022.

### About Wanwang Investment Limited

Wanwang Investment Limited operates an independent three-year college and a four-year college through its subsidiaries. These two colleges cover an area of about 200 mu (approximately 81 hectares) and a gross floor area of 33,000 square meters (approximately 355,209 square feet), and with more than 4,200 students currently enrolled.

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### About China Liberal Education Holdings Limited

China Liberal, headquartered in Beijing, is an educational services provider in China. It provides a wide range of services, including those under sino-foreign jointly managed academic programs; overseas study consulting services; technological consulting services for Chinese universities to improve their campus information and data management system and to optimize their teaching, operating and management environment, creating a “smart campus”; and tailored job readiness training to graduating students. For more information, please visit the company’s website at [ir.chinaliberal.com](http://ir.chinaliberal.com).

### Forward-Looking Statements

This document contains forward-looking statements. These forward-looking statements involve known and unknown risks and uncertainties and are based on the Company’s expectations and projections about future events, which the Company derives from the information currently available to the Company. Such forward-looking statements relate to future events or our future performance, including: the closing of the Acquisition; our financial performance and projections; our growth in revenue and earnings; and our business prospects and opportunities. You can identify forward-looking statements by those that are not historical in nature, particularly those that use terminology such as “may,” “should,” “expects,” “anticipates,” “contemplates,” “estimates,” “believes,” “plans,” “projected,” “predicts,” “potential,” or “hopes” or the negative of these or similar terms. In evaluating these forward-looking statements, you should consider various factors, including: our ability to change the direction of the Company; our ability to keep pace with new technology and changing market needs; and the competitive environment of our business. These and other factors may cause our actual results to differ materially from any forward-looking statement. Forward-looking statements are only predictions. The forward-looking events discussed in this press release and other statements made from time to time by us or our representatives, may not occur, and actual events and results may differ materially and are subject to risks, uncertainties and assumptions about us. The Company undertakes no obligation to update forward-looking statements to reflect subsequent occurring events or circumstances, or changes in its expectations, except as may be required by law. Although the Company believes that the expectations expressed in these forward-looking statements are reasonable, it cannot assure you that such expectations will turn out to be correct, and the Company cautions investors that actual results may differ materially from the anticipated results and encourages investors to review risk factors that may affect its future results in the Company’s registration statement and in its other filings with the U.S. Securities and Exchange Commission.

### Investor Relations Contact

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