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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No.)***

OneSmart International Education Group Limited
(Name of Issuer)

Class A Ordinary Shares, par value \$0.000001
(Title of Class of Securities)

68276W103
(CUSIP Number)

**Jeffrey Ferguson
The Carlyle Group
1001 Pennsylvania Avenue, NW
Suite 220 South
Washington, D.C. 20004
(202) 729-5626**

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

April 24, 2019
(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 Rule 13d-1(e), Rule 13d-1(f) or Rule 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 Rule 13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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).

1	Names of Reporting Persons The Carlyle Group L.P.	
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 if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 1,240,685,677
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 1,240,685,677
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,240,685,677	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 29.8%	
14	Type of Reporting Person PN	

1	Names of Reporting Persons Carlyle Group Management L.L.C.	
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 if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 1,240,685,677
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 1,240,685,677
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,240,685,677	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 29.8%	
14	Type of Reporting Person OO (Limited Liability Company)	

1	Names of Reporting Persons Carlyle Holdings II GP L.L.C.	
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 if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 1,240,685,677
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 1,240,685,677
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,240,685,677	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 29.8%	
14	Type of Reporting Person OO (Limited Liability Company)	

1	Names of Reporting Persons Carlyle Holdings II L.P.	
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 if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Québec	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 1,240,685,677
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 1,240,685,677
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,240,685,677	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 29.8%	
14	Type of Reporting Person OO (Québec société en commandite)	

1	Names of Reporting Persons TC Group Cayman Investment Holdings, L.P.	
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 if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 1,240,685,677
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 1,240,685,677
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,240,685,677	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 29.8%	
14	Type of Reporting Person PN	

1	Names of Reporting Persons TC Group Cayman Investment Holdings Sub L.P.	
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 if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 1,240,685,677
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 1,240,685,677
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,240,685,677	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 29.8%	
14	Type of Reporting Person PN	

1	Names of Reporting Persons CAP IV, L.L.C.	
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 if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 1,240,685,677
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 1,240,685,677
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,240,685,677	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 29.8%	
14	Type of Reporting Person OO (Limited Liability Company)	

1	Names of Reporting Persons CAP IV General Partner, L.P.	
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 if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 1,240,685,677
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 1,240,685,677
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,240,685,677	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 29.8%	
14	Type of Reporting Person PN	

1	Names of Reporting Persons Carlyle Asia Partners IV, L.P.	
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 if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 1,240,685,677
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 1,240,685,677
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,240,685,677	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 29.8%	
14	Type of Reporting Person PN	

1	Names of Reporting Persons Origin Investment Holdings 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) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 1,240,685,677
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 1,240,685,677
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,240,685,677	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 29.8%	
14	Type of Reporting Person OO (Cayman Islands Exempt Company)	

Item 1. Security and Issuer.

This statement on Schedule 13D (the “Schedule 13D”) relates to the Class A Ordinary Shares, par value \$0.000001 per share (the “Class A Ordinary Shares”), of OneSmart International Education Group Limited, a Cayman Islands corporation (the “Issuer”) whose principal executive offices are located at 165 West Guangfu Road, Putuo District, Shanghai, People’s Republic of China.

Item 2. Identity and Background.

The Schedule 13D is being filed by the following persons (each a “Reporting Person” and, collectively, the “Reporting Persons”):

- 1) Carlyle Group Management L.L.C.
- 2) The Carlyle Group L.P.
- 3) Carlyle Holdings II GP L.L.C.
- 4) Carlyle Holdings II L.P.
- 5) TC Group Cayman Investment Holdings, L.P.
- 6) TC Group Cayman Investment Holdings Sub L.P.
- 7) CAP IV, L.L.C.
- 8) CAP IV General Partner, L.P.
- 9) Carlyle Asia Partners IV, L.P.
- 10) Origin Investment Holdings Limited

Carlyle Group Management L.L.C., The Carlyle Group L.P., Carlyle Holdings II GP L.L.C. and CAP IV, L.L.C. are organized in the state of Delaware. Carlyle Holdings II L.P. is a Québec société en commandite. Each of the other Reporting Persons is organized under the laws of the Cayman Islands.

The business address of TC Group Cayman Investment Holdings, L.P., TC Group Cayman Investment Holdings Sub L.P., CAP IV General Partner, L.P., Carlyle Asia Partners IV, L.P. and Origin Investment Holdings Limited is c/o Walkers Corporate Limited, Cayman Corporate Center, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands. The business address of each of the other Reporting Persons is c/o The Carlyle Group, 1001 Pennsylvania Avenue, NW, Washington, D.C. 20004-2505.

The Reporting Persons are principally engaged in the business of investing in securities, including of the Issuer.

The directors of Carlyle Group Management L.L.C. are William E. Conway, Jr., Daniel A. D’Aniello, David M. Rubenstein, Kewsong Lee, Glenn A. Youngkin, Lawton W. Fitt, James H. Hance, Jr., Janet Hill, Dr. Thomas S. Robertson, William J. Shaw, Anthony Welters, and Peter J. Clare (collectively, the “Directors”).

The executive officers of Carlyle Group Management L.L.C. and The Carlyle Group L.P. are William E. Conway, Jr., Co-Executive Chairman and Co-Chief Investment Officer, Daniel A. D’Aniello, Chairman Emeritus, David M. Rubenstein, Co-Executive Chairman, Kewsong Lee,

Co-Chief Executive Officer, Glenn A. Youngkin, Co-Chief Executive Officer, Curtis L. Buser, Chief Financial Officer, Peter J. Clare, Co-Chief Investment Officer, Jeffrey W. Ferguson, General Counsel, and Christopher Finn, Chief Operating Officer (collectively, the “Executive Officers,” and, together with the Directors, the “Related Persons”). Each of the Related Persons is a citizen of the United States. The business address of each of the Related Persons is c/o The Carlyle Group, 1001 Pennsylvania Avenue, NW, Washington, D.C. 20004-2505.

The present principal occupation of each of the Directors is as follows: William E. Conway, Jr. is a founder and Co-Executive Chairman and Co-Chief Investment Officer of Carlyle Group Management L.L.C.; Daniel A. D’Aniello is a founder and Chairman Emeritus of Carlyle Group Management L.L.C.; David M. Rubenstein is a founder and Co-Executive Chairman of Carlyle Group Management L.L.C.; Kewsong Lee is Co-Chief Executive Officer of Carlyle Group Management L.L.C.; Glenn A. Youngkin is Co-Chief Executive Officer of Carlyle Group Management L.L.C.; Lawton W. Fitt is an independent investment banking professional; James H. Hance, Jr. is an Operating Executive of The Carlyle Group L.P.; Janet Hill is a Principal at Hill Family Advisors; Dr. Thomas S. Robertson is the Joshua J. Harris Professor of Marketing at the Wharton School of the University of Pennsylvania; William J. Shaw was the Vice Chairman of Marriott International, Inc. until his retirement in March 2011; Anthony Welters is Executive Chairman of the Black Ivy Group, LLC; and Peter J. Clare is the Co-Chief Investment Officer of Carlyle Group Management L.L.C.

During the last five years, none of the Reporting Persons or Related Persons (i) has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was 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.

On April 24 and 25, 2019, Origin Investment Holdings Limited purchased 3,020,000 and 4,840,000 American Depositary Shares, respectively, representing 314,400,000 Class A Ordinary Shares, pursuant to the Share Purchase Agreements (as defined below) for an aggregate purchase price of \$23,103,000 and \$36,784,000, respectively. Origin Investment Holdings Limited obtained the funds to purchase the American Depositary Shares through capital contributions from its shareholders, including Carlyle Asia Partners IV, L.P.

Item 4. Purpose of Transaction.

Share Purchase Agreements

On April 19, 2019, Origin Investment Holdings Limited entered in to a Share Purchase Agreement (the “Thunderbird Purchase Agreement”) with Thunderbird Capital Limited to purchase 3,020,000 American Depositary Shares, each representing 40 Class A Ordinary Shares, for an aggregate purchase price of \$23,103,000.00. Also, on April 19, 2019, Origin Investment Holdings Limited entered in to a Share Purchase Agreement (the “Jiia Purchase Agreement” and,

together with the Thunderbird Purchase Agreement, the “Share Purchase Agreements”) with Jiia Hong Limited to purchase 4,840,000 American Depositary Shares for an aggregate purchase price of \$36,784,000.00. The transactions contemplated by the Thunderbird Share Purchase Agreement closed on April 24, 2019. The transactions contemplated by the Jiia Share Purchase Agreement closed on April 25, 2019.

Shareholders Agreement

Pursuant to a shareholders agreement, dated as of April 21, 2017 (as amended, the “Shareholders Agreement”), by and among the Issuer, Origin Investment Holdings Limited and the other shareholders party thereto, the Issuer has granted certain demand registration rights, shelf registration rights and piggyback registration rights to such shareholders. The rights of any shareholder under the Shareholders Agreement will terminate upon the earlier to occur of: (i) the fifth anniversary of the Issuer’s initial public offering and (ii) with respect to any shareholder, the date on which such holder may sell all of such holder’s registrable securities under Rule 144 of the Securities Act of 1933, as amended, in any 90-day period.

General

The Reporting Persons acquired the Class A Ordinary Shares for investment purposes and they intend to review their investments in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Persons’ review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer’s business, financial condition, operations and prospects; price levels of the Issuer’s securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

The Reporting Persons may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In addition, the Reporting Persons may engage in discussions with management, the board of directors of the Issuer, and shareholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or take-private transaction that could result in the de-listing or de-registration of the Class A Ordinary Shares; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer’s business or corporate structure, including changes in management or the composition of the board of directors of the Issuer.

Other than as described in this Item 4, none of the Reporting Persons has any current plans or proposals that relate to or that would result in any of the transactions or other matters specified in clauses (a) through (j) of Item 4 of Schedule 13D; although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

Item 5. Interest in Securities of the Issuer.

(a) – (b)

The following sets forth, as of the date of this Schedule 13D, the aggregate number of Class A Ordinary Shares and percentage of Class A Ordinary Shares beneficially owned by each of the Reporting Persons, as well as the number of shares of Class A Ordinary Shares as to which each Reporting Person has the sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition of, as of the date hereof, based on 4,164,680,867 Class A Ordinary Shares outstanding as of February 28, 2019.

Reporting Person	Amount beneficially owned	Percent of class	Sole power to vote or to direct the vote	Shared power to vote or to direct the vote	Sole power to dispose or to direct the disposition	Shared power to dispose or to direct the disposition
Carlyle Group Management L.L.C.	1,240,685,677	29.8%	0	1,240,685,677	0	1,240,685,677
The Carlyle Group L.P.	1,240,685,677	29.8%	0	1,240,685,677	0	1,240,685,677
Carlyle Holdings II GP L.L.C.	1,240,685,677	29.8%	0	1,240,685,677	0	1,240,685,677
Carlyle Holdings II L.P.	1,240,685,677	29.8%	0	1,240,685,677	0	1,240,685,677
TC Group Cayman Investment Holdings, L.P.	1,240,685,677	29.8%	0	1,240,685,677	0	1,240,685,677
TC Group Cayman Investment Holdings Sub L.P.	1,240,685,677	29.8%	0	1,240,685,677	0	1,240,685,677
CAP IV, L.L.C.	1,240,685,677	29.8%	0	1,240,685,677	0	1,240,685,677
CAP IV General Partner, L.P.	1,240,685,677	29.8%	0	1,240,685,677	0	1,240,685,677
Carlyle Asia Partners IV, L.P.	1,240,685,677	29.8%	0	1,240,685,677	0	1,240,685,677
Origin Investment Holdings Limited	1,240,685,677	29.8%	0	1,240,685,677	0	1,240,685,677

Origin Investment Holdings Limited is the record holder of 926,285,677 Class A Ordinary Shares and 7,860,000 American Depositary Shares representing 314,400,000 Class A Ordinary Shares.

Carlyle Group Management L.L.C. is the general partner of The Carlyle Group L.P., which is a publicly traded entity listed on NASDAQ. The Carlyle Group L.P. is the managing member of Carlyle Holdings II GP L.L.C., which is the general partner of Carlyle Holdings II L.P., which is the general partner of TC Group Cayman Investment Holdings, L.P., which is the general partner of TC Group Cayman Investment Holdings Sub L.P., which is the managing member of CAP IV, L.L.C., which is the general partner of CAP IV General Partner, L.P., which is the general partner of Carlyle Asia Partners IV, L.P., which is the majority shareholder of Origin Investment Holdings Limited. Accordingly, each of the forgoing entities may be deemed to share beneficial ownership of the Class A Ordinary Shares and American Depositary Shares held of record by Origin Investment Holdings Limited.

- (c) Except as described in Item 4, during the past 60 days none of the Reporting Persons or Related Persons has effected any transactions in the Class A Ordinary Shares.
- (d) None.
- (e) Not applicable.

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

Item 4 above summarizes certain provisions of the Thunderbird Purchase Agreement, the Jiia Purchase Agreement and the Shareholders Agreement, and is incorporated herein by reference. A copy of each of these agreements is attached as an exhibit to this Schedule 13D, and each is incorporated herein by reference.

Except as set forth herein, none of the Reporting Persons or Related Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits

<u>Exhibit Number</u>	<u>Description</u>
1	Joint Filing Agreement.
2	Power of Attorney
3	Share Purchase Agreement, dated April 19, 2019, by and between Origin Investment Holdings Limited and Thunderbird Capital Limited.
4	Share Purchase Agreement, dated April 19, 2019, by and between Origin Investment Holdings Limited and Jiia Hong Limited.
5	Shareholders Agreement between the Issuer and the other parties thereto, dated April 21, 2017 (incorporated by reference to Exhibit 4.4 to the Issuer's registration statement on Form F-1 filed on March 2, 2018 (File No. 333-223406)).
6	Amendment to Shareholders Agreement between the Issuer and the other parties thereto, dated December 11, 2017 (incorporated by reference to Exhibit 4.5 to the Issuer's registration statement on Form F-1 filed on March 2, 2018 (File No. 333-223406)).

SIGNATURES

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: May 3, 2019

CARLYLE GROUP MANAGEMENT L.L.C.

By: /s/ Anne Frederick, attorney-in-fact

Name: Curtis L. Buser

Title: Chief Financial Officer

THE CARLYLE GROUP L.P.

By: Carlyle Group Management L.L.C., its general partner

By: /s/ Anne Frederick, attorney-in-fact

Name: Curtis L. Buser

Title: Chief Financial Officer

CARLYLE HOLDINGS II GP L.L.C.

By: The Carlyle Group L.P., its managing member

By: Carlyle Group Management L.L.C., its general partner

By: /s/ Anne Frederick, attorney-in-fact

Name: Curtis L. Buser

Title: Chief Financial Officer

CARLYLE HOLDINGS II L.P.

By: /s/ Anne Frederick, attorney-in-fact

Name: Curtis L. Buser

Title: Chief Financial Officer

**TC GROUP CAYMAN INVESTMENT HOLDINGS,
L.P.**

By: Carlyle Holdings II L.P., its general partner

By: /s/ Anne Frederick, attorney-in-fact

Name: Curtis L. Buser

Title: Chief Financial Officer

**TC GROUP CAYMAN INVESTMENT HOLDINGS
SUB L.P.**

By: TC Group Cayman Investment Holdings, L.P., its
general partner

By: Carlyle Holdings II L.P., its general partner

By: /s/ Anne Frederick, attorney-in-fact

Name: Curtis L. Buser

Title: Chief Financial Officer

CAP IV, L.L.C.

By: /s/ Norma Kuntz

Name: Norma Kuntz

Title: Authorized Person

CAP IV GENERAL PARTNER, L.P.

By: /s/ Norma Kuntz

Name: Norma Kuntz

Title: Authorized Person

CARLYLE ASIA PARTNERS IV, L.P.

By: CAP IV General Partner, L.P., its general partner

By: /s/ Norma Kuntz

Name: Norma Kuntz

Title: Authorized Person

ORIGIN INVESTMENT HOLDINGS LIMITED

By: /s/ Norma Kuntz

Name: Norma Kuntz

Title: Director

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree that they are jointly filing this statement on Schedule 13D. Each of them is responsible for the timely filing of such statement and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

IN WITNESS WHEREOF, the undersigned hereby execute this Joint Filing Agreement as of the 3rd day of May, 2019.

CARLYLE GROUP MANAGEMENT L.L.C.

By: /s/ Anne Frederick, attorney-in-fact

Name: Curtis L. Buser

Title: Chief Financial Officer

THE CARLYLE GROUP L.P.

By: Carlyle Group Management L.L.C., its general partner

By: /s/ Anne Frederick, attorney-in-fact

Name: Curtis L. Buser

Title: Chief Financial Officer

CARLYLE HOLDINGS II GP L.L.C.

By: The Carlyle Group L.P., its managing member

By: Carlyle Group Management L.L.C., its general partner

By: /s/ Anne Frederick, attorney-in-fact

Name: Curtis L. Buser

Title: Chief Financial Officer

CARLYLE HOLDINGS II L.P.

By: /s/ Anne Frederick, attorney-in-fact

Name: Curtis L. Buser

Title: Chief Financial Officer

TC GROUP CAYMAN INVESTMENT HOLDINGS, L.P.

By: Carlyle Holdings II L.P., its general partner

By: /s/ Anne Frederick, attorney-in-fact

Name: Curtis L. Buser

Title: Chief Financial Officer

TC GROUP CAYMAN INVESTMENT HOLDINGS SUB L.P.

By: TC Group Cayman Investment Holdings, L.P., its general partner

By: Carlyle Holdings II L.P., its general partner

By: /s/ Anne Frederick, attorney-in-fact

Name: Curtis L. Buser

Title: Chief Financial Officer

CAP IV, L.L.C.

By: /s/ Norma Kuntz

Name: Norma Kuntz

Title: Authorized Person

CAP IV GENERAL PARTNER, L.P.

By: /s/ Norma Kuntz

Name: Norma Kuntz

Title: Authorized Person

CARLYLE ASIA PARTNERS IV, L.P.

By: CAP IV General Partner, L.P., its general partner

By: /s/ Norma Kuntz

Name: Norma Kuntz

Title: Authorized Person

ORIGIN INVESTMENT HOLDINGS LIMITED

By: /s/ Norma Kuntz

Name: Norma Kuntz

Title: Director

POWER OF ATTORNEY

The undersigned understands that, from time to time, the Carlyle Companies (defined below) are required to prepare, execute and file certain federal and state securities laws filings.

Know all by these presents, that the undersigned hereby constitutes and appoints each of Jeremy Anderson, Joanne Cosiol, Anne Frederick, Kevin Gasque, Erica Herberg, Norma Kuntz, Joshua Lefkowitz, David Lobe, Karen McMonagle, Aditya Narain, Venu Rathi, Michelle Reing, Ryan Toteja and Catherine Ziobro, or any of them signing singly, and with full power of substitution, the undersigned's true and lawful attorney-in-fact to:

- (1) prepare, execute in the name of each Carlyle Company and on behalf of each Carlyle Company, and submit to the U.S. Securities and Exchange Commission (the "SEC") a Form ID, including amendments thereto, and any other documents necessary or appropriate to obtain codes and passwords enabling the undersigned to make electronic filings with the SEC of Forms D ("Form D") required to be filed in accordance with Rule 503 ("Rule 503") promulgated with respect to Sections 4(2), 4(6) and 3(b) of the Securities Act of 1933 (the "1933 Act") and reports required by Sections 13(d) and 16(a) of the Securities Exchange Act of 1934 (the "1934 Act") or any rule or regulation of the SEC;
- (2) prepare and execute for and on behalf of each Carlyle Company, in the undersigned's capacity as a Chairman, authorized person, officer and/or director of each Carlyle Company, federal and state securities laws filings including without limitation Forms D pursuant to Rule 503 and Schedules 13D and 13G and Forms 3, 4, and 5 in accordance with Sections 13(d) and 16(a) of the 1934 Act and the rules thereunder;
- (3) do and perform any and all acts for and on behalf of each Carlyle Company which may be necessary or desirable to complete and execute any such federal and state securities laws filings including without limitation Forms D, Schedules 13D and 13G and Forms 3, 4, and 5, complete and execute any amendment or amendments thereto, and timely file such form with the SEC and the securities administrators of any state, the District of Columbia, the Commonwealth of Puerto Rico, Guam and the United States Virgin Islands or their designees and any stock exchange or similar authority; and
- (4) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes

as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted, whether the same needs to be executed, taken or done by him in his capacity as a current or former member, partner, shareholder, director or officer of any company, partnership, corporation, organization, firm, branch or other entity connected with, related to or affiliated with any of the entities constituting the Carlyle Companies or entities that directly or indirectly hold interests in the Carlyle Companies.

The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming any of the undersigned's responsibilities to comply with federal and state securities laws, including without limitation Rule 503 of the 1933 Act or Section 13 and Section 16 of the 1934 Act.

This Power of Attorney and all authority conferred hereby shall not be terminated by operation of law, whether by the death or incapacity of the undersigned or by occurrence of any other event. Actions taken by an attorney-in-fact pursuant to this Power of Attorney shall be as valid as if any event described in the preceding sentence had not occurred, whether or not the attorney-in-fact shall have received notice of such event. Notwithstanding the foregoing, (i) in the event that an attorney-in-fact is no longer employed by The Carlyle Group Employee Co., L.L.C. or its affiliates, this Power of Attorney and all authority conferred hereby shall be immediately terminated with respect to such Attorney, and (ii) the undersigned may terminate or revoke this Power of Attorney at any time.

For purposes hereof, the "Carlyle Companies" shall consist of: (i) Carlyle Group Management L.L.C., The Carlyle Group L.P., Carlyle Holdings I GP Inc., Carlyle Holdings I GP Sub L.L.C., Carlyle Holdings I L.P., TC Group, L.L.C., Carlyle Holdings II GP L.L.C., Carlyle Holdings II L.P., TC Group Investment Holdings, L.P., Carlyle Holdings III GP Management L.L.C., Carlyle Holdings III GP L.P., Carlyle Holdings III GP Sub L.L.C., Carlyle Holdings III L.P., TC Group Cayman L.P., TC Group Sub L.P., TC Group Investment Holdings Sub L.P., TC Group Cayman Investment Holdings Sub L.P., TC Group Cayman Sub L.P. and (ii) the subsidiaries and affiliates of the foregoing in clause (i), including without limitation investment funds sponsored directly or indirectly by one or more of the Carlyle Companies.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 11th day of February, 2019.

By: /s/ Curtis L. Buser

Name: Curtis L. Buser

Title: Chief Financial Officer

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of April 19, 2019 by and among Origin Investment Holdings Limited, an exempted company incorporated under the laws of the Cayman Islands (“**Purchaser**”), and Thunderbird Capital Limited, an entity organized under the laws of the British Virgin Islands (“**Seller**”). Each of Purchaser and Seller is hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Seller owns of record and has power to sell the legal and beneficial interest in 3,020,000 American depository shares, each share representing 40 Class A Ordinary Shares, par value \$0.000001 per share (the “**Shares**”), of OneSmart International Education Group Limited, an exempted company incorporated under the laws of the Cayman Islands (the “**Company**”); and

B. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Shares in accordance with the terms and conditions of this Agreement.

AGREEMENT

The Parties hereby agree as follows:

1. Purchase and Sale of Shares. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller shall sell, transfer and assign to Purchaser, and Purchaser shall purchase from Seller, the Shares, for an aggregate purchase price of US\$23,103,000, (the “**Purchase Price**”). The Purchase Price has been calculated based on a price of US\$7.60 per Share, plus an American depository share conversion fee of US\$151,000.

2. Closing. Subject to the terms and conditions of this Agreement, at the closing of the purchase and sale of the Shares (the “**Closing**”), subject to receipt by Seller of the amounts payable under Section 2.1, Seller shall deliver to Purchaser an executed stock power and any other documents reasonably requested by Deutsche Bank Trust Company Americas, as depository for the Company (the “**Depository**”), in order to effect a book-entry transfer of the Shares on the books of the Depository from Seller to Purchaser. Closing shall take place on or before the fifth (5th) business day following the execution of this Agreement, or at such other time as the Parties shall agree in writing. The date of the Closing is hereinafter referred to as the “**Closing Date**.”

2.1 Payment of Purchase Price. Subject to the terms and conditions of this Agreement, Purchaser shall pay the Purchase Price to Seller on the Closing Date by wire transfer of immediately available funds to the following bank account:

2.2 No Deductions. Payments to be made by Purchaser under this Agreement shall be made without set-off or deduction.

3. Representation and Warranties.

3.1 Representation and Warranties of Seller. Seller represents and warrants to Purchaser, as of the date hereof and the Closing Date, as follows:

3.1.1 Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation.

3.1.2 Seller has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. Seller has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution and delivery by Purchaser) constitutes Seller's legal, valid and binding obligation, enforceable against Seller in accordance with its terms.

3.1.3 The Shares are owned of record by Seller, free and clear of any and all Encumbrances (other than any restrictions on transfer under the Securities Act of 1933, as amended, and any state securities laws). "**Encumbrance**" means (i) any mortgage, charge (whether fixed or floating), pledge, lien (other than lien created by operation of law), hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable law, (ii) any lease, sub-lease, occupancy agreement, easement or covenant granting a right of use or occupancy to any person, (iii) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, negotiation or refusal or transfer restriction in favor of any person and (iv) any adverse claim as to title, possession or use.

3.1.4 The execution, delivery and performance by Seller of this Agreement, the consummation of the transactions contemplated by this Agreement, and the compliance with the terms of this Agreement do not (i) conflict with, violate or result in the breach of, (ii) constitute a material default under, (iii) require any consent or approval that has not been obtained on or prior to the date hereof pursuant to, or (iv) create any Encumbrance (other than any Encumbrance as imposed by this Agreement) on the Shares pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which Seller is a party or is subject.

3.1.5 No governmental, administrative or other third-party consents or approvals are required by or with respect to Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

3.1.6 There are no actions, suits, arbitrations, claims, investigations or other legal proceedings pending or, to the knowledge of Seller, threatened against or by Seller that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

3.1.7 No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

3.1.8 That at least one of the following is and will be true:

(i) no interest in the Shares is being sold by or on behalf of the following (collectively, a "**Benefit Plan**"): (A) an "employee benefit plan" (as defined in the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder ("**ERISA**")) that is subject to Title I of ERISA; (B) a "plan" as defined in Section 4975 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated under it (the "**Code**"); or (C) any person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan";

(ii) the transaction exemption set forth in one or more prohibited transaction class exemptions issued by the U.S. Department of Labor ("**PTEs**"), such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to Seller's entry into and performance of obligations under this Agreement; or

(iii) (A) Seller is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of Seller to enter into this Agreement and perform Seller's obligations hereunder, (C) the entrance into this Agreement and performance of obligations hereunder by Seller satisfy the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of Seller, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to Seller's entrance into and performance of obligations hereunder.

3.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, as of the date hereof and the Closing Date, as follows:

3.2.1 Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation.

3.2.2 Purchaser has all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The performance by Purchaser of its obligations hereunder and the consummation by Purchaser of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser and (assuming due authorization, execution and delivery by Seller) constitutes or will when executed constitute a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

3.2.3 The execution, delivery and performance by Purchaser of this Agreement, the consummation of the transactions contemplated by this Agreement, and the compliance with the terms of this Agreement do not (i) conflict with, violate or result in the breach of, (ii) constitute a material default under, or (iii) require any consent or approval that has not been obtained on or prior to the date hereof pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which Purchaser is a party or is subject.

3.2.4 No governmental, administrative or other third-party consents or approvals are required by or with respect to Purchaser in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

3.2.5 There are no actions, suits, arbitrations, claims, investigations or other legal proceedings pending or, to the knowledge of Purchaser, threatened against or by Purchaser that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

3.2.6 No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser.

3.2.7 That at least one of the following is and will be true:

(i) no "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of any Benefit Plan are being used in connection with the purchase of the Shares;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to Purchaser's entry into and performance of obligations under this Agreement; or

(iii) (A) Purchaser is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of Purchaser to enter into this Agreement and perform Purchaser's obligations hereunder, (C) the entrance into this Agreement and performance of obligations hereunder by Purchaser satisfy the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of Purchaser, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to Purchaser's entrance into and performance of obligations hereunder.

3.2.8 In addition, unless sub-clause (i) in the immediately preceding Section is true with respect to Purchaser, that:

(i) none of Purchaser nor any of its affiliates is a fiduciary with respect to the assets of Seller;

(ii) the person making the investment decision on behalf of Purchaser with respect to Purchaser's entrance into and performance of obligations under this Agreement is independent (within the meaning of 29 CFR § 2510.3-21) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds or has under management or control, total assets of at least \$50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E);

(iii) the person making the investment decision on behalf of Purchaser with respect to Purchaser's entrance into and performance of obligations under this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies;

(iv) the person making the investment decision on behalf of Purchaser with respect to the entrance into and performance of obligations under this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Shares and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder; and

(v) no fee or other compensation is being paid directly to Seller or any of its affiliates for investment advice (as opposed to other services) in connection with the sale of the Shares or this Agreement.

3.2.9 Purchaser currently has, and will have on the Closing Date, sufficient funds available to consummate the transactions contemplated hereby, including to pay the Purchase Price and other related costs.

3.2.10 Purchaser is an existing shareholder of the Company and has knowledge and information regarding the business and financial condition of the Company.

4. Restrictions on Sale. After the date hereof and immediately before the Closing, Seller will continue to hold the Shares. Seller hereby agrees not to sell or transfer or agree to sell or transfer any of the Shares held by it before the earlier of the Closing and the termination of this Agreement pursuant to the Section 6.8 hereof.

5. Taxation. All Taxes imposed on the Seller under applicable laws arising from the transfer of the shares effected under this Share Purchase Agreement shall be borne solely by the Seller, provided that the Buyer shall not deduct or withhold any Tax from any payments made to the Seller under this Share Purchase Agreement. Tax or Taxation means and includes all forms of

taxation and statutory, governmental, supra-governmental, state, principal, local governmental or municipal impositions, duties, contributions and levies, in each cases, wherever and whenever imposed and all penalties, charges, costs and interest relating thereto.

6. Miscellaneous.

6.1 Governing Law. This Agreement shall be governed in all respects by the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the laws of any other jurisdiction).

6.2 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT, ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR TO BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY LAWSUIT, ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

6.3 Amendments. No amendment or modification of the terms and conditions of this Agreement shall be valid unless in writing and signed by all Parties.

6.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby. This Agreement supersedes all prior agreements, understandings, negotiations and representations between the Parties with respect to such transactions. Each Party agrees that such Party will have no remedy in respect of any representation, statement, assurance or warranty that is not expressly set out in the Agreement. No Party shall have any claim for innocent or negligent representation based upon any statement in this Agreement.

6.5 Waiver. Either Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that Party thereafter from enforcing each and every other provision of this Agreement.

6.6 Expenses. Each Party shall bear its own fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

6.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

6.8 Termination. This Agreement may be terminated at any time prior to the Closing (i) by the mutual written consent of Purchaser and Seller, (ii) by Purchaser if a breach of any provision of this Agreement has been committed by Seller and such breach has not been cured within 30 days following receipt by Seller of written notice of such breach, (iii) by Seller if a breach of any provision of this Agreement has been committed by Purchaser and such breach has not been cured within 30 days following receipt by Purchaser of written notice of such breach, or (iv) by any Party if the Closing does not occur on or before the date that is thirty (30) days after the date hereof. Upon termination, all further obligations of the Parties under this Agreement shall terminate without liability of any Party to the other Parties to this Agreement, except that no such termination shall relieve any Party from liability for any fraud or willful breach of this Agreement.

6.9 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by either Party without the prior written consent of the other Party, and any purported assignment or delegation in contravention of this Section 6.9 shall be null and void and of no force and effect. Notwithstanding the preceding sentence, Purchaser may, without the prior written consent of Seller, assign this Agreement or any of its rights, interests or obligations under this Agreement, in whole or in part, to one or more of its affiliates; *provided, however*, that no such assignment shall relieve Purchaser of its obligations hereunder.

6.10 Further Assurances. Each Party agrees to (i) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (ii) take or cause to be taken all such other and further actions as the other Party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement.

6.11 Survival. All representations, warranties, covenants and agreements contained in or made pursuant to this Agreement shall survive the consummation of the transactions contemplated hereunder.

6.12 Severability of Provisions. The invalidity or unenforceability of any particular provision of this Agreement, or any agreement or certificate entered into in connection with the transactions contemplated hereby, shall not affect the other provisions hereof or thereof, which shall continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Seller:

THUNDERBIRD CAPITAL LIMITED

By: /s/ Zhu Baoyi
Name: Zhu Baoyi
Title: Director

Purchaser:

ORIGIN INVESTMENT HOLDINGS LIMITED

By: /s/ Ryan Toteja
Name: Ryan Toteja
Title: Director

[Signature Page to Share Purchase Agreement]

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of April 19, 2019 by and among Origin Investment Holdings Limited, an exempted company incorporated under the laws of the Cayman Islands (“**Purchaser**”), and Jiia Hong Limited, a BVI business company incorporated under the laws of the British Virgin Islands (“**Seller**”). Each of Purchaser and Seller is hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Seller owns of record and has power to sell the legal and beneficial interest in 4,840,000 American depository shares, each share representing 40 Class A Ordinary Shares, par value \$0.000001 per share (the “**Shares**”), of OneSmart International Education Group Limited, an exempted company incorporated under the laws of the Cayman Islands (the “**Company**”); and

B. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Shares in accordance with the terms and conditions of this Agreement.

AGREEMENT

The Parties hereby agree as follows:

1. Purchase and Sale of Shares. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller shall sell, transfer and assign to Purchaser, and Purchaser shall purchase from Seller, the Shares, for an aggregate purchase price of US\$36,784,000, (the “**Purchase Price**”). The Purchase Price has been calculated based on a price of US\$7.60 per Share.

2. Closing. Subject to the terms and conditions of this Agreement, at the closing of the purchase and sale of the Shares (the “**Closing**”), subject to receipt by Seller of the amounts payable under Section 2.1, Seller shall deliver to Purchaser an executed stock power and any other documents reasonably requested by Deutsche Bank Trust Company Americas, as depository for the Company (the “**Depository**”), in order to effect a book-entry transfer of the Shares on the books of the Depository from Seller to Purchaser. Closing shall take place on or before the fifth (5th) business day following the execution of this Agreement, or at such other time as the Parties shall agree in writing. The date of the Closing is hereinafter referred to as the “**Closing Date**.”

2.1 Payment of Purchase Price. Subject to the terms and conditions of this Agreement, Purchaser shall pay the Purchase Price to Seller on the Closing Date by wire transfer of immediately available funds to the following bank account:

2.2 No Deductions. Payments to be made by Purchaser under this Agreement shall be made without set-off or deduction.

3. Representation and Warranties.

3.1 Representation and Warranties of Seller. Seller represents and warrants to Purchaser, as of the date hereof and the Closing Date, as follows:

3.1.1 Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation.

3.1.2 Seller has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. Seller has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution and delivery by Purchaser) constitutes Seller's legal, valid and binding obligation, enforceable against Seller in accordance with its terms.

3.1.3 The Shares are owned of record by Seller, free and clear of any and all Encumbrances. "**Encumbrance**" means (i) any mortgage, charge (whether fixed or floating), pledge, lien (other than lien created by operation of law), hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable law, (ii) any lease, sub-lease, occupancy agreement, easement or covenant granting a right of use or occupancy to any person, (iii) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, negotiation or refusal or transfer restriction in favor of any person and (iv) any adverse claim as to title, possession or use.

3.1.4 The execution, delivery and performance by Seller of this Agreement, the consummation of the transactions contemplated by this Agreement, and the compliance with the terms of this Agreement do not (i) conflict with, violate or result in the breach of, (ii) constitute a material default under, (iii) require any consent or approval that has not been obtained on or prior to the date hereof pursuant to, or (iv) create any Encumbrance on the Shares pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which Seller is a party or is subject.

3.1.5 No governmental, administrative or other third-party consents or approvals are required by or with respect to Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

3.1.6 There are no actions, suits, arbitrations, claims, investigations or other legal proceedings pending or, to the knowledge of Seller, threatened against or by Seller that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

3.1.7 No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

3.1.8 That at least one of the following is and will be true:

(i) no interest in the Shares is being sold by or on behalf of the following (collectively, a “**Benefit Plan**”): (A) an “employee benefit plan” (as defined in the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder (“**ERISA**”)) that is subject to Title I of ERISA; (B) a “plan” as defined in Section 4975 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated under it (the “**Code**”); or (C) any person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”;

(ii) the transaction exemption set forth in one or more prohibited transaction class exemptions issued by the U.S. Department of Labor (“**PTEs**”), such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to Seller’s entry into and performance of obligations under this Agreement; or

(iii) (A) Seller is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of Seller to enter into this Agreement and perform Seller’s obligations hereunder, (C) the entrance into this Agreement and performance of obligations hereunder by Seller satisfy the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of Seller, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to Seller’s entrance into and performance of obligations hereunder.

3.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, as of the date hereof and the Closing Date, as follows:

3.2.1 Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation.

3.2.2 Purchaser has all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The performance by Purchaser of its obligations hereunder and the consummation by Purchaser of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser and (assuming due authorization, execution and delivery by Seller) constitutes or will when executed constitute a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

3.2.3 The execution, delivery and performance by Purchaser of this Agreement, the consummation of the transactions contemplated by this Agreement, and the compliance with the terms of this Agreement do not (i) conflict with, violate or result in the breach

of, (ii) constitute a material default under, or (iii) require any consent or approval that has not been obtained on or prior to the date hereof pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which Purchaser is a party or is subject.

3.2.4 No governmental, administrative or other third-party consents or approvals are required by or with respect to Purchaser in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

3.2.5 There are no actions, suits, arbitrations, claims, investigations or other legal proceedings pending or, to the knowledge of Purchaser, threatened against or by Purchaser that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

3.2.6 No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser.

3.2.7 That at least one of the following is and will be true:

(i) no "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of any Benefit Plan are being used in connection with the purchase of the Shares;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to Purchaser's entry into and performance of obligations under this Agreement; or

(iii) (A) Purchaser is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of Purchaser to enter into this Agreement and perform Purchaser's obligations hereunder, (C) the entrance into this Agreement and performance of obligations hereunder by Purchaser satisfy the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of Purchaser, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to Purchaser's entrance into and performance of obligations hereunder.

3.2.8 In addition, unless sub-clause (i) in the immediately preceding Section is true with respect to Purchaser, that:

(i) none of Purchaser nor any of its affiliates is a fiduciary with respect to the assets of Seller;

(ii) the person making the investment decision on behalf of Purchaser with respect to Purchaser's entrance into and performance of obligations under this Agreement is independent (within the meaning of 29 CFR § 2510.3-21) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds or has under management or control, total assets of at least \$50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E);

(iii) the person making the investment decision on behalf of Purchaser with respect to Purchaser's entrance into and performance of obligations under this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies;

(iv) the person making the investment decision on behalf of Purchaser with respect to the entrance into and performance of obligations under this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Shares and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder; and

(v) no fee or other compensation is being paid directly to Seller or any of its affiliates for investment advice (as opposed to other services) in connection with the sale of the Shares or this Agreement.

4. Restrictions on Sale. After the date hereof and immediately before the Closing, Seller will continue to hold the Shares. Seller hereby agrees not to sell or transfer or agree to sell or transfer any of the Shares held by it before the earlier of the Closing and the termination of this Agreement pursuant to the Section 6.8 hereof.

5. Taxation. All Taxes imposed on the Seller under applicable laws arising from the transfer of the shares effected under this Share Purchase Agreement shall be borne solely by the Seller, provided that the Buyer shall not deduct or withhold any Tax from any payments made to the Seller under this Share Purchase Agreement. Tax or Taxation means and includes all forms of taxation and statutory, governmental, supra-governmental, state, principal, local governmental or municipal impositions, duties, contributions and levies, in each cases, wherever and whenever imposed and all penalties, charges, costs and interest relating thereto.

6. Miscellaneous.

6.1 Governing Law. This Agreement shall be governed in all respects by the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the laws of any other jurisdiction).

6.2 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT, ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS AGREEMENT OR ANY AMENDMENT,

INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR TO BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY LAWSUIT, ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

6.3 Amendments. No amendment or modification of the terms and conditions of this Agreement shall be valid unless in writing and signed by all Parties.

6.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby. This Agreement supersedes all prior agreements, understandings, negotiations and representations between the Parties with respect to such transactions. Each Party agrees that such Party will have no remedy in respect of any representation, statement, assurance or warranty that is not expressly set out in the Agreement. No Party shall have any claim for innocent or negligent representation based upon any statement in this Agreement.

6.5 Waiver. Either Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that Party thereafter from enforcing each and every other provision of this Agreement.

6.6 Expenses. Each Party shall bear its own fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

6.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

6.8 Termination. This Agreement may be terminated at any time prior to the Closing (i) by the mutual written consent of Purchaser and Seller, (ii) by Purchaser if a breach of any provision of this Agreement has been committed by Seller and such breach has not been cured within 30 days following receipt by Seller of written notice of such breach, (iii) by Seller if a breach of any provision of this Agreement has been committed by Purchaser and such breach has not been cured within 30 days following receipt by Purchaser of written notice of such breach, or (iv) by any Party if the Closing does not occur on or before the date that is thirty (30) days after the date hereof. Upon termination, all further obligations of the Parties under this Agreement shall terminate without liability of any Party to the other Parties to this Agreement, except that no such termination shall relieve any Party from liability for any fraud or willful breach of this Agreement.

6.9 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by either Party without the prior written consent of the other Party, and any purported assignment or delegation in contravention of this Section 6.9 shall be null and void and of no force and effect. Notwithstanding the preceding sentence, Purchaser may, without the prior written consent of Seller, assign this Agreement or any of its rights, interests or obligations under this Agreement, in whole or in part, to one or more of its affiliates; *provided, however*, that no such assignment shall relieve Purchaser of its obligations hereunder.

6.10 Further Assurances. Each Party agrees to (i) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments

and (ii) take or cause to be taken all such other and further actions as the other Party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement.

6.11 Survival. All representations, warranties, covenants and agreements contained in or made pursuant to this Agreement shall survive the consummation of the transactions contemplated hereunder.

6.12 Severability of Provisions. The invalidity or unenforceability of any particular provision of this Agreement, or any agreement or certificate entered into in connection with the transactions contemplated hereby, shall not affect the other provisions hereof or thereof, which shall continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Seller:

JIA HONG LIMITED

By: /s/ GENG Xiaofei

Name: GENG Xiaofei

Title: Director

Purchaser:

ORIGIN INVESTMENT HOLDINGS LIMITED

By: /s/ Ryan Toteja

Name: Ryan Toteja

Title: Director

[Signature Page to Share Purchase Agreement]