



IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO. FSD 235 OF 2021 (DDJ)

IN THE MATTER OF SECTIONS 14 TO 16 AND SECTION 86 OF THE COMPANIES ACT (2021 REVISION)

AND

IN THE MATTER OF NATURE HOME HOLDING COMPANY LIMITED 大自然家居控股有限公司

ORDER

UPON THE PETITION dated 4 August 2021 of Nature Home Holding Company Limited 大自然家居控股有限公司 (the "**Company**") seeking: (i) the sanction of a proposed scheme of arrangement pursuant to section 86 of the Companies Act (2021 Revision) (the "**Companies Act**") between the Company and the Scheme Shareholders (as defined in the Scheme, as defined below); and (ii) the confirmation of a resolution of the Company's shareholders to reduce the Company's share capital pursuant to sections 14 to 16 of the Companies Act

AND UPON reading the First Affirmation of Liang Zhihua affirmed on 25 August 2021 ("**Liang 1**") and Exhibit "**LZH-1**" thereto, the First Affirmation of Tang Tsz Ho affirmed on 25 August 2021 ("**Tang 1**") and Exhibit "**TTH-1**" thereto, the Second Affirmation of Liang Zhihua affirmed on 31 August 2021 ("**Liang 2**") and Exhibit "**LZH-2**" thereto, and the First Affirmation of Chan Siu Wing Raymond affirmed on 8 October 2021 and Exhibit "**RC-1**"

AND UPON hearing Counsel for the Company

IT IS HEREBY ORDERED AND DIRECTED THAT:

1. The scheme of arrangement in respect of the Company set out at Schedule 1 hereto (the "**Scheme**") (as was approved at the meeting of the shareholders of the Company held on 6 October 2021 (the "**Court Meeting**") and convened pursuant to the Order of this Honourable Court dated 7 September 2021 (the "**Convening Order**")) be and is hereby sanctioned pursuant to section 86 of the Companies Act.

2. The reduction of the issued share capital of the Company effected by special resolution of the Company passed on 6 October 2021 by which the issued share capital of the Company was reduced, be confirmed, and that the minute of reduction of share capital set out at Schedule 2 hereto (the "**Minute**") be approved.
3. The Company shall deliver a sealed copy of this Order, together with a copy of the Minute, to the Registrar of Companies for registration pursuant to sections 17 and 86 of the Companies Act.
4. Notice of the registration by the Registrar of Companies of this Order confirming the reduction of share capital of the Company and of the Minute be published once in the Cayman Islands Gazette within 14 days after the delivery of this Order and the Minute to the Registrar of Companies.
5. The requirement to advertise the notice of the Court Meeting in the *China Securities Journal* (in Chinese) pursuant to paragraph 11(d) of the Convening Order be dispensed with.
6. Paragraph 8(a) of the Convening Order, requiring that the Company despatch the Scheme Document and the Proxy Forms to the holders of the Scheme Shares appearing on the Register of Shareholders of the Company on 14 September 2021, be amended to reflect the date of 7 September 2021.
7. Paragraph 9 of the Convening Order, requiring evidence that the Scheme Document and Proxy Forms were placed into envelopes correctly addressed to the Shareholders at their addresses appearing on the Register of Shareholders for the Company as at the day the Scheme Document and Proxy Form were despatched, be amended to be the addresses appearing on the Register of Shareholders of the Company as at 7 September 2021.
8. There be liberty to apply generally.
9. There be no order as to costs.

DATED this 12th day of October 2021

FILED this 12th day of October 2021

**THE HONOURABLE JUSTICE DOYLE
JUDGE OF THE GRAND COURT**

SCHEDULE 1

SCHEME OF ARRANGEMENT

SCHEME OF ARRANGEMENT

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION**

CAUSE NO: FSD 235 OF 2021 (DDJ)

**IN THE MATTER OF SECTIONS 14 TO 16 AND SECTION 86 OF THE COMPANIES ACT
(2021 REVISION)**

AND

**IN THE MATTER OF NATURE HOME HOLDING COMPANY LIMITED 大自然家居控股有
限公司**

SCHEME OF ARRANGEMENT

(under section 86 of the Cayman Islands Companies Act (2021 Revision))

BETWEEN

NATURE HOME HOLDING COMPANY LIMITED

大自然家居控股有限公司

*(an exempted company incorporated with limited liability
under the laws of the Cayman Islands with registration number 192320)*

AND

THE SCHEME SHAREHOLDERS

(as hereinafter defined)

PART A

PRELIMINARY

1. DEFINITIONS

1.1 In this Scheme, unless the context otherwise requires or unless otherwise expressly provided for, the following capitalised expressions shall bear the following meanings:

“acting in concert”	has the meaning given to it in the Takeovers Code, and “persons acting in concert” and “concert parties” shall be construed accordingly
“Board”	the board of Directors
“Business Day”	a day on which the Stock Exchange is open for the transaction of business, as defined in the Takeovers Code
“BVI”	the British Virgin Islands
“Cancellation Price”	the consideration of HK\$1.70 per Scheme Share cancelled, payable in cash by the Offeror to the Scheme Shareholders pursuant to this Scheme
“Companies Act”	the Companies Act (2021 Revision) of the Cayman Islands, as amended, supplemented or otherwise modified from time to time
“Company”	Nature Home Holding Company Limited 大自然家居控股有限公司, an exempted company incorporated in the Cayman Islands with limited liability and the Shares of which are listed on the Main Board of the Stock Exchange (stock code: 2083)
“Conditions”	the conditions to the implementation of the Proposal and this Scheme becoming effective as set out in the section headed “3. Conditions of the Proposal” in the explanatory statement of the Scheme Document
“Consortium”	the Founders and the Financial Investors

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“Court Meeting”	a meeting of the Qualifying Shareholders (and, if applicable, any class of such holders) convened at the direction of the Grand Court at which this Scheme (with or without modification) shall be voted upon, or any adjournment thereof
“Directors”	the directors of the Company
“Effective Date”	the date on which this Scheme, if approved at the Court Meeting and sanctioned by the Grand Court, becomes effective in accordance with its terms and the Companies Act being the date on which a copy of the order of the Grand Court sanctioning this Scheme and confirming the Reduction is delivered to the Registrar for registration pursuant to section 86(3) of the Companies Act (assuming the Scheme has become unconditional in all respects)
“EGM”	the extraordinary general meeting of the Company to be convened and held immediately following the Court Meeting to consider (and, if thought fit, approve) the Rollover Arrangement, the Reduction, the increase in the issued share capital of the Company and the implementation of the Proposal, or any adjournment of such meeting ^(note)
“Ever Grand”	Ever Grand Inc Limited, a company incorporated in Hong Kong with limited liability and which is owned as to 60.19% by Mr. Se and 39.81% by Mrs. Se
“Executive”	the Executive Director of the Corporate Finance Division of the SFC (or any delegate thereof)

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“Financial Investors”	(i) Zhuhai Houjiang Consulting Service Co. Ltd.* (珠海厚疆諮詢服務有限責任公司), (ii) GF Qianhe Investment Co. Ltd.* (廣發乾和投資有限公司), (iii) Guangdong Xindongneng Equity Investment Limited Partnership* (廣東新動能股權投資合夥企業(有限合夥)), (iv) Zhuhai GF Xinde Houyue Equity Investment Limited Partnership* (珠海廣發信德厚粵股權投資合夥企業(有限合夥)), (v) Guangdong Fengyue Equity Investment Limited Partnership, (vi) Foshan Shunde Yingfeng Lingyi Gaoduanzhineng Equipment Industry Investment Fund Limited Partnership* (佛山市順德區盈峰零壹高端智能裝備產業投資基金合夥企業(有限合夥)), (vii) Ningbo Meishan Free Trade Port Zone Yuehong Enterprise Management Consulting Limited Partnership* (寧波梅山保稅港區越弘企業管理諮詢合夥企業(有限合夥)) and (viii) Zhoushan and Zhongxin Equity Investment Limited Partnership* (舟山和眾信股權投資合夥企業(有限合夥)), being members of the Consortium which provide funding for the Proposal
“Founders”	Mr. Se and Mrs. Se, the founders of the Company
“Freewings”	Freewings Development Co., Ltd., a BVI business company incorporated in the British Virgin Islands with limited liability and which is the controlling shareholder of the Company, and is the beneficial owner of 663,768,000 Shares (representing approximately 48.18% of the Company’s issued Shares)
“Grand Court”	the Grand Court of the Cayman Islands and any court capable of hearing appeals therefrom
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Shareholders”	the Shareholders other than the Offeror and the Offeror Concert Parties who hold Shares

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“Irrevocable Rollover Undertaking”	the irrevocable undertaking dated 27 July 2021 entered into by the Rollover Shareholder in favour of the Offeror and the Company in respect of the Shares held by the Rollover Shareholder
“Latest Practicable Date”	10 September 2021, being the latest practicable date prior to the printing of the Scheme Document for the purpose of ascertaining certain information contained therein
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“LLP”	Shanghai Houcheng Enterprise Management Center Limited Partnership* (上海厚城企業管理中心(有限合伙)), a limited partnership enterprise established in the PRC and which wholly-owns the Offeror
“Long Stop Date”	31 January 2022 (or such later date, if any, as: (i) the Offeror and the Company may agree in writing; or (ii) to the extent applicable, as the Grand Court may direct, and in all cases, as may be permitted by the Executive)
“LP8”	Foshan Shunde Dajia Property Management Company Limited* (佛山市順德區大嘉物業管理有限公司), a company established in the PRC with limited liability and which is indirectly wholly-owned by the Founders
“Macau”	the Macao Special Administrative Region of the PRC
“Meeting Record Date”	6 October 2021 (or such other date as may be announced to the Shareholders), being the record date for the purpose of determining the entitlement of the Qualifying Shareholders to attend and vote at the Court Meeting and the entitlement of the Shareholders to attend and vote at the EGM
“Mr. Liang”	Mr. Liang Zhihua, a non-executive Director, the brother-in-law of Mr. Se and an Offeror Concert Party

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“Mr. Se”	Mr. Se Hok Pan, an executive Director, the Chairman of the Board, the President of the Company and a director of the Offeror, and is the beneficial owner of 20,000,000 Shares (representing approximately 1.45% of the Company’s issued Shares)
“Mr. She”	Mr. She Jian Bin, an executive Director, the elder brother of Mr. Se and an Offeror Concert Party
“Mrs. Se”	Ms. Un Son I, an executive Director, the spouse of Mr. Se and a director of the Offeror
“Ms. Se”	Ms. Se Im Cheng, the elder sister of Mr. Se and an Offeror Concert Party
“New Shares”	the new Shares to be issued to the Offeror pursuant to this Scheme, the number of which is equal to the number of Scheme Shares to be cancelled
“OCP Optionholders”	Mr. Se, Mrs. Se, Mr. She and Mr. Liang, being Offeror Concert Parties who hold Options
“Offeror”	New Modern Home Limited (新現代家居有限公司), a company incorporated in Hong Kong with limited liability and wholly-owned by LLP
“Offeror Concert Parties”	parties acting in concert or presumed to be acting in concert with the Offeror under the definition of “ <i>acting in concert</i> ” in the Takeovers Code (including the Founders, Freewings, LP8, Ever Grand, Mr. She, Mr. Liang, Weng Hou, Ms. Se, the Rollover Shareholder, LLP and each of the Financial Investors and their respective general partners, shareholders and limited partners (as applicable))
“Option Offer”	the offer to be made by or on behalf of the Offeror to the Optionholders (other than the OCP Optionholders) for the cancellation of the outstanding Options they hold, subject to this Scheme becoming unconditional
“Optionholders”	holders of Options

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“Options”	the outstanding options granted under the Share Option Scheme
“PRC”	the People’s Republic of China
“Proposal”	the proposed privatisation of the Company by the Offeror by way of this Scheme and the Option Offer, and the withdrawal of the listing of the Shares from the Stock Exchange, on the terms and subject to the Conditions as described in the Scheme Document
“Qualifying Shareholders”	registered holders of Scheme Shares as at the Meeting Record Date
“Reduction”	the reduction of the issued share capital of the Company by the cancellation and extinguishment of the Scheme Shares
“Register”	the register of members of the Company
“Registrar”	the Registrar of Companies appointed in accordance with the Companies Act
“Rollover Arrangement”	the arrangement between the Offeror and the Rollover Shareholder under the Irrevocable Rollover Undertaking
“Rollover Shareholder”	DeHua TB New Decoration Material Co., Ltd. (德華兔寶寶裝飾新材股份有限公司), a joint stock company established in the PRC with limited liability and whose shares are listed on the Shenzhen Stock Exchange (stock code: 002043), and which is the beneficial owner of 269,999,990 Shares (representing approximately 19.60% of the Company’s issued Shares)
“Scheme”	this scheme of arrangement under section 86 of the Companies Act as set out in Appendix IV to the Scheme Document (involving, among other matters, the cancellation of all of the Scheme Shares and the restoration of the issued share capital of the Company to the amount immediately before the cancellation of the Scheme Shares)

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“Scheme Document”	the composite scheme document dated 14 September 2021 issued jointly by the Offeror and the Company (containing, among other things, each of the letters, statements, appendices and notices in connection with the Scheme)
“Scheme Record Date”	15 October 2021 (or such other date as may be announced to the holders of Scheme Shares), being the record date for the purpose of determining the entitlements of the Scheme Shareholders to the Cancellation Price under this Scheme
“Scheme Shares”	Shares other than those held by the Offeror and the Offeror Concert Parties
“Scheme Shareholders”	registered holders of Scheme Shares as at the Scheme Record Date
“SFC”	the Securities and Futures Commission of Hong Kong
“Share Registrar”	Computershare Hong Kong Investor Services Limited, being the Company’s branch share registrar in Hong Kong
“Shares”	ordinary shares of par value US\$0.001 each in the share capital of the Company
“Shareholders”	holders of Shares
“Share Option Scheme”	the share option scheme of the Company adopted by the Company on 3 May 2011
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers issued by the SFC
“Weng Hou”	Weng Hou Investment Company Limited, a company incorporated in Macau with limited liability and an Offeror Concert Party, and which is the beneficial owner of 92,300,000 Shares (representing approximately 6.70% of the Company’s issued Shares)

“%” per cent. or percentage

* *For identification purposes only*

Note:

- (1) Only the Independent Shareholders shall be entitled to vote to approve the Rollover Arrangement at the EGM.

2. INTERPRETATION

2.1 In this Scheme, unless the context otherwise requires or otherwise expressly provides:

- (a) references to Parts, Clauses and Sub-Clauses are references to parts, clauses and sub-clauses respectively of this Scheme;
- (b) references to a “person” include references to an individual, firm, partnership, company, corporation, unincorporated body of persons or any state or state agency;
- (c) references to a statute, statutory provision, enactment or subordinate legislation include the same as subsequently modified, amended or re-enacted from time to time;
- (d) references to an agreement, deed or document shall be deemed also to refer to such agreement, deed or document as amended, supplemented, restated, verified, replaced and/or novated (in whole or in part) from time to time and to any agreement, deed or document executed pursuant thereto;
- (e) the singular includes the plural and vice-versa and words importing one gender shall include all genders;
- (f) headings to Parts, Clauses and Sub-Clauses are for ease of reference only and shall not affect the interpretation of this Scheme; and
- (g) all references to time are references to Hong Kong time.

3. THE COMPANY

3.1 The Company is an exempted company which was incorporated with limited liability under the laws of the Cayman Islands on 27 July 2007 with registration number 192320. The Company’s registered office address is Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands.

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3.2 The Shares have been listed on the Main Board of the Stock Exchange (stock code: 2083) since 26 May 2011. As at the Latest Practicable Date, the authorised share capital of the Company was US\$4,000,000 divided into 4,000,000,000 Shares, and the Company had 1,377,783,990 Shares in issue, all of which are fully paid.

3.3 As at the Latest Practicable Date, all of the issued shares of the Company had been listed and were traded on the Stock Exchange.

4. THE OFFEROR

4.1 The Offeror is New Modern Home Limited (新現代家居有限公司), a company incorporated in Hong Kong with limited liability and wholly-owned by LLP.

4.2 The Offeror has undertaken to the Grand Court to be bound by this Scheme, and shall execute and do (and procure to be executed and done) all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to this Scheme.

5. THE PURPOSE OF THIS SCHEME

5.1 The Offeror has proposed the privatisation of the Company by way of this Scheme.

5.2 The primary purpose of this Scheme is to privatise the Company by cancelling and extinguishing all of the Scheme Shares in consideration of the Cancellation Price, so that thereafter the Offeror and the Offeror Concert Parties shall hold (in aggregate) the entire issued share capital of the Company (among which the Rollover Shareholder will hold approximately 19.60% of the issued share capital of the Company). Simultaneously with the cancellation of the Scheme Shares, the issued share capital of the Company shall be restored to its former amount by the issue to the Offeror at par (credited as fully paid) such number of Shares as is equal to the number of Scheme Shares cancelled and extinguished.

5.3 As at the Latest Practicable Date, an aggregate of 1,085,662,990 Shares were legally and/or beneficially owned by the Offeror Concert Parties and registered as follows:

Names	Number of Shares	Approximate Percentage of Shares in issue
Freewings	663,768,000	48.18%
Rollover Shareholder	269,999,990	19.60%
Weng Hou	92,300,000	6.70%
Ms. Se	35,595,000	2.58%
Mr. Se	20,000,000	1.45%
Mr. Liang	2,500,000	0.18%

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Names	Number of Shares	Approximate Percentage of Shares in issue
Mr. She	1,500,000	0.11%

Note:

Freewings is a private company owned by Team One Investments Limited as to 60.19% and Trader World Limited as to 39.81%. Team One Investments Limited and Trader World Limited are wholly-owned by Mr. Se and Mrs. Se, respectively.

Each of the Offeror and the Offeror Concert Parties (which are presumed to be acting in concert with the Offeror under the Takeovers Code) shall procure that any Shares in respect of which they are beneficially interested shall not be represented or voted at the Court Meeting. As at the Latest Practicable Date, except as disclosed above, the Offeror is not beneficially interested in any Shares.

PART B

THE SCHEME

6. APPLICATION AND EFFECTIVENESS OF THIS SCHEME

- 6.1 The compromise and arrangement effected by this Scheme shall apply to all Scheme Shares and is binding on all Scheme Shareholders.
- 6.2 Subject to the Conditions having been fulfilled or waived (as applicable), this Scheme shall become effective as soon as: (a) an order of the Grand Court sanctioning this Scheme (under section 86 of the Companies Act) has been duly delivered to the Registrar (pursuant to section 86(3) of the Companies Act) for registration; and (b) an order of the Grand Court confirming the Reduction (and the minute referred to in section 17(1) of the Companies Act) are registered pursuant to section 17 of the Companies Act.
- 6.3 Unless this Scheme shall have become effective on or before the Long Stop Date, this Scheme shall lapse.

7. REDUCTION OF CAPITAL AND CANCELLATION OF THE SCHEME SHARES

7.1 On the Effective Date:

- (a) the issued share capital of the Company shall be reduced by cancelling and extinguishing the Scheme Shares in accordance with sections 14 to 16 of the Companies Act (with the equivalent number of New Shares being issued as fully paid to the Offeror) and the Scheme Shareholders shall cease to have any rights with respect to the Scheme Shares, except the right to receive the Cancellation Price;
- (b) subject to and forthwith upon the Reduction taking effect, the issued share capital of the Company shall be increased to its former amount by the allotment and issue at par of such aggregate number of New Shares as is equal to the number of Scheme Shares cancelled and extinguished; and
- (c) the Company shall apply the credit amount arising in its books of account as a result of the Reduction (referred to in paragraph 7.1(a)) in paying up in full at par such number of New Shares as is equal to the number of Scheme Shares cancelled, which shall be allotted and issued to the Offeror, credited as fully paid as mentioned in paragraph 7.1(b).

8. CONSIDERATION FOR THE CANCELLATION AND EXTINGUISHMENT OF THE SCHEME SHARES

- 8.1 In consideration of the cancellation and extinguishment of the Scheme Shares, the Offeror shall pay or cause to be paid to each Scheme Shareholder the Cancellation Price.

8.2 The Cancellation Price shall be paid on a pro rata basis as follows:

1 Scheme Share: HK\$1.70.

9. PAYMENTS

- 9.1 As soon as possible and not later than seven (7) Business Days after the Effective Date, the Offeror shall send (or cause to be sent) to the Scheme Shareholders cheques by ordinary post (at the risk of the recipients to their registered addresses as shown in the Register) in respect of the Cancellation Price payable to such Scheme Shareholders pursuant to clause 8 of this Scheme.
- 9.2 Unless otherwise indicated in writing to the Share Registrar, all such cheques to be despatched to the Scheme Shareholders shall be sent by ordinary post to the Scheme Shareholders at their registered addresses as appearing on the Register at the Scheme Record Date (or, in the case of joint holders, at the address as appearing on the Register at the Scheme Record Date of the joint holder whose name then stands first in the Register in respect of the relevant joint holding).
- 9.3 Cheques shall be posted at the risk of the addressee, and none of the Offeror, the Company or the Share Registrar shall be responsible for any loss or delay in the despatch of the same.
- 9.4 Each cheque shall be payable to the order of the person to whom, in accordance with the provisions of clause 9.2, the envelope containing the same is addressed and the encashment of any such cheque shall be a good discharge to the Offeror for the monies represented thereby.
- 9.5 On or after the day being six calendar months after the posting of the cheques pursuant to clause 9.2, the Offeror shall have the right to cancel or countermand any cheque which has not been encashed (or that has been returned uncashed) and shall place all monies represented thereby in a deposit or custodian account in the Offeror's name with a licensed bank in Hong Kong selected by the Offeror. The Offeror shall hold such monies on trust for those entitled to it under the terms of this Scheme until the expiration of six years from the Effective Date and shall, prior to such date, make payments thereout of the sums payable pursuant to clause 8 of this Scheme to persons who satisfy the Offeror that they are respectively entitled thereto and the cheques referred to in clause 9.2 of which they are payees have not been cashed. Any payments made by the Offeror shall not include any interest accrued on the sums to which the respective persons are entitled pursuant to this Scheme. The Offeror shall exercise its absolute discretion in determining whether or not it is satisfied that any person is so entitled and a certificate of the Offeror to the effect that any particular person is so entitled or not so entitled (as the case may be) shall be conclusive and binding upon all persons claiming an interest in the relevant monies.

9.6 On the expiration of six years from the Effective Date, the Offeror shall be released from any further obligation to make any payments under this Scheme, and the Offeror shall be absolutely entitled to the balance (if any) of the sums then standing to the credit of the deposit or custodian account in its name (including accrued interest, subject to any deduction required by law and expenses incurred).

9.7 Paragraph 9.6 shall take effect subject to any prohibition or condition imposed by law.

10. CERTIFICATES REPRESENTING SCHEME SHARES

10.1 Each instrument of transfer and certificate existing at the Scheme Record Date in respect of a holding of any number of Scheme Shares shall on the Effective Date cease to be valid for any purpose as an instrument of transfer or a certificate for such Scheme Shares, and every holder of such certificate shall be bound at the request of the Offeror to deliver up the same to the Offeror for the cancellation thereof.

11. MANDATES AND OTHER INSTRUCTIONS

11.1 All mandates or relevant instructions to the Company in force at the Scheme Record Date relating to any of the Scheme Shares shall cease to be valid as effective mandates or instructions on the Effective Date.

12. SCHEME EFFECTIVE DATE

12.1 Subject to the Conditions having been satisfied in full (or to the extent permitted by law waived by the Offeror), this Scheme shall become effective in accordance with its terms as soon as a copy of the order of the Grand Court sanctioning this Scheme under section 86 of the Companies Act has been registered by the Registrar pursuant to section 86(3) of the Companies Act and the court order confirming the Reduction and the minute referred to in section 17(1) of the Companies Act are registered pursuant to section 17 of the Companies Act.

13. MODIFICATION AND SEVERABILITY

13.1 The Company and the Offeror may consent jointly (for and on behalf of all concerned) to any modification of or addition to this Scheme or to any condition which the Grand Court may think fit to approve or impose.

13.2 If any provision (or any part of any provision) of this Scheme is found by the Grand Court to be illegal or unenforceable, it shall be severed from this Scheme and the remaining provisions of this Scheme shall continue in force.

14. COSTS AND EXPENSES

14.1 (i) All expenses incurred by the Company in connection with this Scheme shall be borne by the Offeror if the Scheme is not approved by the Qualifying Shareholders at the Court Meeting; and (ii) in any other case, all costs, charges and expenses incurred by the Company (including costs, charges and expenses of the advisers and counsels appointed by the Company) shall be borne by the Company, whereas all costs, charges and expenses incurred by the Offeror (including costs, charges and expenses of the advisers and counsels appointed by the Offeror) and other costs, charges and expenses of this Scheme shall be borne by Mr. Se.

15. GOVERNING LAW

15.1 The terms of this Scheme shall be governed by, and construed in accordance with, the laws of the Cayman Islands and the courts of the Cayman Islands shall have exclusive jurisdiction to hear and determine any proceeding and to settle any dispute which arises out of or in connection with the terms of this Scheme or its implementation (or out of any action taken or omitted to be taken under this Scheme or in connection with the administration of this Scheme) and for such purposes, the parties irrevocably submit to the exclusive jurisdiction of the Courts of the Cayman Islands (provided, however, that nothing in this Clause shall affect the validity of other provisions determining governing law and jurisdiction between the parties whether contained in any contract or otherwise).

15.2 The terms of this Scheme and the obligations imposed on the Company and the Offeror hereunder shall take effect subject to any prohibition or condition imposed by any applicable law.

SCHEDULE 2

NATURE HOME HOLDING COMPANY LIMITED

大自然家居控股有限公司

(Registration Number 192320)

MINUTE OF REDUCTION OF CAPITAL APPROVED BY
AN ORDER OF THE GRAND COURT OF THE CAYMAN ISLANDS
DATED 12 OCTOBER 2021

The issued share capital of Nature Home Holding Company Limited 大自然家居控股有限公司 (the "**Company**") was by virtue of a special resolution of the Company dated 6 October 2021 (the "**Special Resolution**") and with the confirmation of an Order of the Grand Court of the Cayman Islands dated 12 October 2021 (the "**Order**") reduced from US\$1,377,783.99 divided into 1,377,783,990 shares of US\$0.001 each to US\$1,085,662.99 divided into 1,085,662,990 shares of US\$0.001 each. An ordinary resolution of the Company dated 6 October 2021 (the "**Ordinary Resolution**") further provides that subject to and forthwith upon such reduction of capital taking effect, the issued share capital of the Company be increased to its former amount of US\$1,377,783.99 by the issue of 292,121,000 shares of US\$0.001 each.

By virtue of a Scheme of Arrangement sanctioned by the Order, the Special Resolution and the Ordinary Resolution, the issued share capital of the Company at the time of the registration of this minute is accordingly US\$1,377,783.99 divided into 1,377,783,990 shares of US\$0.001 each.