

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

A. FURTHER INFORMATION ABOUT OUR COMPANY

1. Incorporation of our Company

Our Company was incorporated in the Cayman Islands under the Companies Law as an exempted company with limited liability on 13 May 2013. Our Company has been registered as a non-Hong Kong company under Part XI of the Companies Ordinance on 28 June 2013 and the principal place of business in Hong Kong is 15th Floor, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong. Mr. Fu and Ms. Yu Wing Sze have been appointed as the authorised representatives of our Company for acceptance of service of process and notices in Hong Kong.

As our Company was incorporated in the Cayman Islands, we are subject to the relevant laws of the Cayman Islands and the constitution which comprises the Memorandum of Association and the Articles of Association. A summary of the relevant aspects of the Cayman Companies Law and certain provisions of the Articles of Association is set out in Appendix III.

2. Changes in share capital of our Company

- (a) As at the date of incorporation, our Company had an authorised share capital of HK\$380,000.00 divided into 38,000,000 Shares of HK\$0.01 each.
- (b) On 5 December 2013, the authorised share capital of our Company was increased from HK\$380,000.00 divided into 38,000,000 Shares to HK\$10,000,000.00 divided into 1,000,000,000 Shares by the creation of an additional 962,000,000 Shares.

Save as disclosed herein, there has been no alteration in the authorised and issued share capital of our Company since its incorporation.

3. Corporate Reorganisation

The companies comprising our Group underwent the Reorganisation to rationalise our Group's structure in preparation for the [●], pursuant to which our Company became the holding company of our Group. The Reorganisation included the following major steps:

(a) *Incorporation of our Company*

On 13 May 2013, our Company was incorporated in the Cayman Islands as an exempted company with an authorised share capital of HK\$380,000.00 divided into 38,000,000 Shares, with one fully paid Share issued to the initial subscriber. On the same day, the subscriber Share was transferred to Rainbow Path.

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(b) Incorporation of Helffrich Ventures as the intermediate holding company

On 15 January 2013, Helffrich Ventures was incorporated in the BVI and is authorised to issue a maximum of 50,000 shares of a single class each with a par value of US\$1.00 and one fully paid ordinary share, representing the entire issued share capital of Helffrich Ventures, was allotted and issued to our Company on 13 May 2013 at par.

As a result, Helffrich Ventures became a wholly-owned subsidiary of our Company.

(c) Acquisition of the entire issued share capital in LWK Hong Kong by Helffrich Ventures

Pursuant to the Share Swap Agreement dated 5 December 2013 entered into amongst Mr. Liang, Mr. Fu, Mr. Wang and Rich World, as transferors (the "**Transferors**"), our Company as transferee and Helffrich Ventures, the Transferors agreed to transfer the entire issued share capital in LWK Hong Kong to our Company (to be held through our wholly-owned subsidiary Helffrich Ventures) in consideration of and in exchange for 21,355,999 Shares to Rainbow Path, 10,313,200 Shares to Vivid Colour, 4,305,400 Shares to Jun Ming, and 2,025,400 Shares to Veteran Ventures credited as fully paid, respectively.

In consideration of our Company assigning the entire issued share capital of LWK Hong Kong to Helffrich Ventures, Helffrich Ventures shall allot and issue one share of Helffrich Ventures to our Company credited as fully paid.

Immediately after the completion of the share transfer, our Company then became the holding company of our Group and Helffrich Ventures became the intermediate holding company of LWK Hong Kong and its subsidiaries.

(d) [●]

[●]

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4. Changes in share capital or registered capital of the subsidiaries

The subsidiaries of our Company are listed in the Accountant's Report, the text of which is set out in Appendix I.

Save as set out above and as mentioned in the paragraphs headed "Our Subsidiaries" of the section headed "History, Reorganisation and Group Structure" and "Corporate Reorganisation" in this appendix, there has been no alteration in the share capital or registered capital of any of the subsidiaries of our Company within the two years immediately preceding the date of this [●].

5. [●]

B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of Material Contracts

The following contracts (not being contracts in the ordinary course of business) have been entered into by members of our Group within the two years preceding the date of this [●] and are or may be material:

- (a) an equity transfer agreement dated 21 June 2013 entered into between Mr. Wang as the transferor and LWK Hong Kong as the transferee, Mr. Wang agreed to transfer 24% equity interest in LWK Yiheng to LWK Hong Kong for a consideration of RMB2.83 million;
- (b) a joint venture agreement dated 21 June 2013 between Mr. Wang and LWK Hong Kong pursuant to the abovementioned equity transfer agreement;
- (c) the sale and purchase agreement dated 11 June 2013 entered into between Mr. Liang and Mr. Fu as the transferors and LWK Hong Kong and LWK Conservation as the transferees, pursuant to which shares in LWK Macau of nominal value of MOP27,000.00 and MOP3,000.00 were transferred to LWK Hong Kong and LWK Conservation, respectively;
- (d) the Share Swap Agreement;
- (e) the deed of warranty dated 5 December 2013 executed by Mr. Liang and Mr. Fu in favour of our Company in relation to the Reorganisation;
- (f) the Deed of Non-competition;
- (g) the Deed of Indemnity; and
- (h) [●].









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2. Intellectual property rights

The following intellectual property rights are material in relation to our Group's business:

(a) *Trademark*

As at the Latest Practicable Date, our Group had registered the following trademarks:






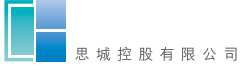
No.	Trademark	Place of application	Trademark number	Class	Date of Registration	Name of registrant
1.		Hong Kong	2001B07101	42	1 March 2000	LWK Hong Kong
2.		Hong Kong	2002B08171	42	1 March 2000	LWK Hong Kong
3.		Hong Kong	200208172	42	1 March 2000	LWK Hong Kong
4.		PRC	6989934	42	7 October 2010	LWK Shenzhen
5.		PRC	6989935	42	7 October 2010	LWK Shenzhen
6.		PRC	6989936	42	7 October 2010	LWK Shenzhen
7.		Hong Kong	302415861	42, 44	26 October 2012	LWK Hong Kong
8.		Hong Kong	302415870	42	26 October 2012	LWK Hong Kong

Notes:

1. The services covered by Class 42 in Hong Kong are: architectural consultancy services; preparation of architectural plans; professional consultancy services relating to the preparation of architectural plans; architectural services; professional consultancy services relating to supervision of building construction; building inspection services; construction draughting; professional consultancy services relating to construction draughting; engineering consultancy; engineering drawing; professional consultancy services relating to engineering drawing; planning design of building and housing estates; professional consultancy services relating to planning of building and housing estates; graphics design consultancy and services; house design services; drawing-up of house plans; interior design; kitchen design services; professional consultancy services relating to land development; landscaping gardening of land; professional consultancy services relating to landscaping; planning and laying out of housing developments; professional consultancy services relating to planning and laying out of housing developments; planning of building construction; professional consultancy services relating to planning of building construction; signage design consultancy services; professional consultancy services relating to the town planning; professional consultancy services relating to the design and construction of display signs.
2. The services covered by Class 42 in the PRC are: architecture; architectural consultancy; architectural drawing; interior decoration design; development of construction projects; conversion of data to electronic media; town-planning; planning of building construction; provision of search engines; research on environmental protection (建築學；建築學諮詢；建築製圖；室內眾裝飾設計；建設項目的開發；把有形的數據和文件轉換成電子媒體；城市規劃；工程繪圖；提供互聯網搜索引擎；環境保護領域的研究).
3. The services covered by Class 44 in Hong Kong are landscape design services.
4. Our Group has not applied for registration of any trademarks in any other countries, except for Hong Kong and the PRC.

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As at the Latest Practicable Date, our Group had applied for the registration of the following trademarks:

No. Trademark	Place of application	Application number	Class	Date of receipt of application	Name of applicant
1. 	Hong Kong	302649628	35, 42	25/6/2013	Our Company
2. 	Hong Kong	302649637	35, 42	25/6/2013	Our Company
3. 	Hong Kong	302649646	35, 42	25/6/2013	Our Company
4. 	PRC	13058343	42	27/8/2013	LWK Yiheng
5. 	PRC	13058606	42	27/8/2013	LWK Yiheng
6. 	PRC	13058421	42	27/8/2013	LWK Yiheng

Notes:

1. The services covered by Class 35 in Hong Kong are: advertising, business management, business administration, office functions.
2. The services covered by Class 42 in Hong Kong are: architectural consultancy services; preparation of architectural plans; professional consultancy services relating to the preparation of architectural plans; architectural services; professional consultancy services relating to supervision of building construction; building inspection services; construction draughting; professional consultancy services relating to construction draughting; engineering consultancy; engineering drawing; professional consultancy services relating to engineering drawing; planning design of building and housing estates; professional consultancy services relating to planning of building and housing estates; graphics design consultancy and services; house design services; drawing-up of house plans; interior design; kitchen design services; professional consultancy services relating to land development; landscaping gardening of land; professional consultancy services relating to landscaping; planning and laying out of housing developments; professional consultancy services relating to planning and laying out of housing developments; planning of building construction; professional consultancy services relating to planning of building construction; signage design consultancy services; professional consultancy services relating to the town planning; professional consultancy services relating to the design and construction of display signs.

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3. The services covered by Class 42 in the PRC are: architecture; architectural consultancy; architectural drawing; interior decoration design; development of construction projects; conversion of data to electronic media; town-planning; planning of building construction; provision of search engines; research on environmental protection (建築學；建築學諮詢；建築製圖；室內眾裝飾設計；建設項目的開發；把有形的數據和文件轉換成電子媒體；城市規劃；工程繪圖；提供互聯網搜索引擎；環境保護領域的研究).

(b) *Domain names*

As at the Latest Practicable Date, our Group has registered the following domain names:

Registrant	Domain Name	Registration	
		Date	Expiry Date
Our Company	[www.cchengholdings.com]	25/7/2013	25/7/2018
LWK Hong Kong	www.lwkp.com	16/3/1999	16/3/2020
LWK Shenzhen	www.lwkp.com.cn	22/9/2005	22/9/2015
LWK Shenzhen	www.lwkyh.com.cn	31/12/2009	31/12/2014
LWK Hong Kong	www.lwklandscape.com	12/4/2011	12/4/2014

Information contained in the above websites does not form part of this document.

Save as disclosed above, there are no other trademarks or other intellectual property rights which are or may be material in relation to the business of our Group.

C. FURTHER INFORMATION ABOUT OUR DIRECTORS, SUBSTANTIAL SHAREHOLDERS AND EXPERTS

1. Directors

[●]

Particulars of service agreements

- (a) Each of our Directors has entered into a service agreement with our Company for an initial term of three years commencing from the [●] Date and such service agreement will continue thereafter until terminated in accordance with the terms of the agreement.
- (b) Each of our Directors has entered into a letter of appointment with our Company for an initial term of three years commencing from the [●] Date and such letter of appointment will continue thereafter unless terminated by either party giving at least one month's notice in writing.

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- (c) Save and except for Mr. Wang and Mr. He Xiao, each of whom have entered into a service agreement with LWK Yiheng, and save as disclosed herein, none of our Directors has entered into service agreements with any member of our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation other than statutory compensation).

[●]

Directors' remuneration

- (a) An aggregate sum of approximately HK\$9.4 million and HK\$13.0 million was paid to our Directors as remuneration and benefits in kind for each of the two years ended 31 December 2011 and 2012, respectively.
- (b) It is expected that an aggregate sum of approximately HK\$13.5 million will be paid to our Directors as remuneration and benefits in kind by our Group for the year ending 31 December 2013 pursuant to the current arrangements excluding discretionary bonus.
- (c) Save for the Directors' fees, none of our independent non-executive Directors are expected to receive any other remuneration for holding their office as independent non-executive Directors.
- (d) During the Track Record Period, none of our Directors has been paid any sum of money for (a) as an inducement to join or upon joining any member of our Group or (b) for loss of office as director or any other office in connection with the management affairs of any member of our Group.
- (e) There has been no arrangement under which a Director has waived or agreed to waive any emoluments during the Track Record Period.
- (f) Our Company determines the amount of Director's remuneration mainly based on Directors' qualifications, performance and market comparables. Upon the [●], the remuneration of our Directors will more directly be linked to the return to Shareholders and the performance of our Group.

2. Substantial Shareholders

[●]

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3. [●]

4. **Related party transactions**

Save as disclosed in note 40 in Appendix I, our Group has not entered into any related party transaction within the two years immediately preceding the date of this [●].

5. **Disclaimers**

Save as disclosed:

- (a) there are no existing or proposed service contracts (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)) between our Directors and any member of our Group;
- (b) none of our Directors or the experts named in [●] has any direct or indirect interest in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this [●], acquired or disposed of by or leased to, any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (c) none of our Directors or the experts named in [●] is materially interested in any contract or arrangement subsisting at the date of this [●] which is significant in relation to the business of our Group taken as a whole;
- (d) [●]
- (e) [●] ; and
- (f) so far as is known to our Directors, none of our Directors, their respective associates or Shareholders who are interested in more than 5% of the issued share capital of our Company has any interests in the five largest customers or the five largest suppliers of our Group.

D. OTHER INFORMATION

1. Tax indemnity

Mr. Liang, Rainbow Path and Veteran Ventures, (collectively, the "Indemnifiers") have, under a deed of indemnity referred to in paragraph (g) of the paragraph headed "Summary of Material Contracts" in this appendix, given joint and several indemnities to our Company for ourselves and as trustee for our subsidiaries in connection with, amongst other things (a) taxation falling on any member of our Group resulting from or by reference to any revenue, income, profits or gains granted, earned, accrued, received or made (or deemed to be so granted earned, accrued, received or made) on or before the date on which the [●] becomes unconditional or any transactions, matters, things, event, act or omission occurring or deemed to occur on or before such date, whether alone or in conjunction with any other transaction, matter, thing, event, act, omission or circumstance whenever occurring, and whether or not such taxation is chargeable against or attributable to any other person, firm or company; and (b) all costs (including legal and costs), expenses, interests, penalties, fines, charges or other liabilities which any member of our Group may properly incur in connection with the investigation, assessment, contesting, settlement in respect of any taxation mentioned above, the legal proceedings in which any member of our Group claim under or in respect of any taxation mentioned above, and in which judgment is given for any member of our Group or the enforcement of any such settlement or judgments.

The Indemnifiers will, however, not be liable under the deed of indemnity for taxation, among other:

- (a) to the extent that provision has been made for such taxation in the audited consolidated accounts of our Group or the audited accounts of any member of our Group for an accounting period ended on or before 30 June 2013;
- (b) falling on any member of our Group as a result of any transaction entered into by any member of our Group on or after 1 July 2013 in the ordinary course of business, or in the ordinary course of acquiring or disposing of capital assets;
- (c) to the extent that such taxation arises or is incurred as a consequence of any change in the law, rules or regulations, or the interpretation or practice thereof by the Inland Revenue Department or any other statutory or governmental authority in any part of the world having retrospective effect coming into force after the date hereof or to the extent that such taxation arises or is increased by an increase in rates of taxation after the date hereof with retrospective effect (except the imposition of or an increase in the rate of Hong Kong profits tax or any tax of any part of the world on the profits of companies for the current or any earlier financial period); or

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- (d) to the extent that such taxation is discharged by another person who is not a member of our Group and that none of the members of Group is required to reimburse such person in respect of the discharge of the taxation; or
- (e) to the extent of any provision or reserve made for taxation in the audited accounts referred to in sub-paragraph (a) above which is finally established to be an over-provision or an excessive reserve, provided that the amount of any such provision or reserve applied to reduce the liability of the Indemnifiers or any of them in respect of taxation shall not be available in respect of any such liability arising thereafter.

Our Directors have been advised that no material liability for estate duty under the laws of the Cayman Islands is likely to fall on our Group, and the estate duty under the laws of Macau and the laws of Hong Kong has been abolished.

2. Litigation

No member of our Group is engaged in any litigation or arbitration of material importance and no litigation of claim of material importance is known of our Directors to be pending or threatened against any member of our Group.

3. Address for service of process and notices

Mr. Fu and Ms. Yu Wing Sze have been nominated as the authorised representatives of our Company to accept service of process and notices in Hong Kong. The address for service of process and notice is 15th Floor, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong.

4. [●]

[●]

5. Preliminary expenses

The preliminary expenses of our Company are estimated to be approximately HK\$43,000 and are payable by our Company.

6. [●]

7. [●]

[●]

8. [●]

[●]

9. Binding effects

This [●] shall have the effect, if an application is made in pursuance hereof, of rendering all persons concerned bound by all of the provisions (other than the penal provisions) of sections 44A and 44B of the Companies Ordinance so far as applicable.

10. Taxation of holders of Shares

(a) Hong Kong

Dealings in Shares registered on our Company's Hong Kong branch register of members will be subject to Hong Kong stamp duty.

(b) Cayman Islands

There is no stamp duty payable in the Cayman Islands on transfers of shares of Cayman Islands companies save for those which hold interests in land in the Cayman Islands.

(c) Consultation with professional advisers

Intending holders of the Shares are recommended to consult their professional advisers if they are in any doubt as to the taxation implications of subscribing for, purchasing, holding or disposing of or dealing in the Shares. It is emphasised that none of our Company, our Directors or other parties involved in the [●] accepts responsibility for any tax effect on, or liabilities of holders of Shares resulting from their subscription for, purchase, holding or disposal of or dealing in our Shares.

11. No material adverse change

Our Directors confirm that there has not been any material adverse change in the financial trading position or prospects of our Group since 31 December 2012 (being the date to which the latest audited combined financial statements of our Group were made up).

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12. Miscellaneous

- (a) Save as disclosed, within the two years immediately preceding the date of this [●]:
 - (i) no share or loan capital of our Company or any of our subsidiaries has been issued or agreed to be issued fully or partly paid either for cash or for a consideration other than cash;
 - (ii) no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any capital of our Company or any of the subsidiaries and no commission has been paid or is payable in connection with the issue or sale of any capital of our Company or any of our subsidiaries;
 - (iii) [●]; and
 - (iv) no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option.
- (b) Save as disclosed, neither our Company nor any of our subsidiaries has issued or agreed to issue any founders shares, management shares, deferred shares or any debentures.
- (c) Save in connection with the [●], none of the parties listed in the paragraph headed "[●]":
 - (i) is interested legally or beneficially in any securities in our Company or any of our subsidiaries; or
 - (ii) has any right or option (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in our Company or any of our subsidiaries.
- (d) There has not been any interruption in the business of our Group which may have or have had a significant effect on the financial position of our Group in the 12 months immediately preceding the date of this [●].
- (e) No company within our Group is presently listed on any [●] or traded on any trading system.
- (f) We have no outstanding convertible debt securities.
- (g) There are no arrangements in existence under which future dividends are to be or agreed to be waived.

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(h) Our Directors have been advised that, under Cayman Islands laws, the use of a Chinese name pre-approved by the Registrar of Companies in the Cayman Islands by our Company in conjunction with the English name does not contravene Cayman Islands laws.

(i) [●]

13. [●]

[●]