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This document is the Form of Acceptance referred to in the scheme document addressed to the NWCL Shareholders and the holders of NWCL Options dated 17 May 2014 (the "Scheme Document") for use by holders of NWCL Options who want to accept the Rule 13 Offer. You should read it in conjunction with the Scheme Document and the Rule 13 Offer Letter from HSBC dated 17 May 2014 in relation to the Rule 13 Offer.

本文件乃2014年5月17日就接受規則13項要約而編製，供有意接受規則13項要約之NWCL期權持有人使用。閣下應將本文件與日期為2014年5月17日之NWCL期權持有人要約函及日期為2014年5月17日之NWCL期權持有人要約函一併閱讀。

於2011年11月22日採納的新世界中國購股權計劃(「2011年購股權計劃」)項下新世界中國購股權	
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$2.45 per NWCL Option for a "see-through" price of HK\$4.3500 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價2.45港元對每份新世界中國購股權「透視」價4.3500港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$3.37 per NWCL Option for a "see-through" price of HK\$3.4300 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價3.37港元對每份新世界中國購股權「透視」價3.4300港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$3.88 per NWCL Option for a "see-through" price of HK\$2.9200 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價3.88港元對每份新世界中國購股權「透視」價2.9200港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$3.35 per NWCL Option for a "see-through" price of HK\$3.4500 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價3.35港元對每份新世界中國購股權「透視」價3.4500港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$2.762 per NWCL Option for a "see-through" price of HK\$4.0380 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價2.762港元對每份新世界中國購股權「透視」價4.0380港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$4.01 per NWCL Option for a "see-through" price of HK\$2.7900 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價4.01港元對每份新世界中國購股權「透視」價2.7900港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$3.97 per NWCL Option for a "see-through" price of HK\$2.8300 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價3.97港元對每份新世界中國購股權「透視」價2.8300港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫

The relevant certificate(s) (if any) or any other document(s) evidencing the grant of the outstanding NWCL Options or other document(s) of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) is/are enclosed herewith for NWCL's cancellation (Note 3).

謹此為新世界中國進行註銷隨函附上相關證書(如有)或證明授出未行使新世界中國購股權的其他文件或其他所有權或權利文件(及或就此所需的任何可信納的一項或多項彌償保證)(附註3)。

Please send the cheque(s) for the payment of the consideration to my following address:

請將用於支付代價的支票寄至本人以下地址：

Mailing Address of holder of NWCL Options 新世界中國購股權持有人郵寄地址：\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Note 附註4)

By signing and returning this Form of Acceptance, I:

一經簽署及送回本接納表格，本人：

- (a) warrant and confirm that each NWCL Option to which this Form of Acceptance relates is valid and subsisting, free from all liens, charges, mortgages and third party interests of any nature whatsoever and I acknowledge that all option certificate or documents in respect of such NWCL Option shall become void once that NWCL Option has been cancelled as a result of my acceptance of the Rule 13 Offer hereunder;

Notes:

1. If acceptance under this Form of Acceptance is made in respect of some, but not all, of your outstanding NWCL Options, please insert in the tables the number of outstanding NWCL Options to which this Form of Acceptance relates. The number of NWCL Options to which this Form of Acceptance relates shall not exceed the number of outstanding NWCL Options registered under your name as at the Rule 13 Offer Record Date. If a higher number is inserted, the acceptance under this Form of Acceptance will be regarded as being made in respect of all your outstanding NWCL Options as at the Rule 13 Offer Record Date.
2. This Form of Acceptance is subject to the terms and conditions of the Rule 13 Offer as set out in the letter from HSBC dated 17 May 2014 to you in relation to the Rule 13 Offer.
3. This Form of Acceptance together with the relevant certificate(s) (if any) or any other document(s) evidencing the grant of the outstanding NWCL Options to you or other document(s) of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) should be returned to the Offeror, **UNIT 25 FINANCIAL TOWER 1, 18 QUEEN'S CREST, HONG KONG**, **OFFICE OF NEW WORLD LIMITED, 13/F, 4:30 PM (HONG KONG TIME) 31 JUNE 2014** (evidencing the grant of the outstanding NWCL Options or other document(s) of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. Any holder of NWCL Option who has not returned to the Offeror an executed Form of Acceptance in the manner described above will not receive any NWCL Option Offer Price.
4. Within seven Business Days following the later of the date that the Rule 13 Offer becomes unconditional and the date of receipt of a valid acceptance, cheque(s) for payment of the NWCL Option Offer Price under the Rule 13 Offer will be issued in favour of the holder of NWCL Options and sent by ordinary post to such holder to the address set out in the "Mailing Address of holder of NWCL Options" above. In the absence of the requested information, the cheque(s) will be sent by ordinary post to your last known addresses maintained on the record of NWCL. Any such cheques so sent will be sent at the risk of the persons entitled thereto and none of the Offeror, NWD, HSBC and NWCL (nor any officer, representative or agent of any of them) will be liable for any loss or delay in the transmission.
5. Please sign at the place indicated to signify your acceptance of the Rule 13 Offer to the extent stated in this Form of Acceptance and insert the date of acceptance. If you fail to sign the Form of Acceptance, you will be treated as not having accepted the Rule 13 Offer in respect of any of your outstanding NWCL Options notwithstanding completion of the other parts of the Form of Acceptance.
6. If you are not resident in Hong Kong, the acceptance of the Rule 13 Offer or the receipt of the consideration for acceptance of the Rule 13 Offer may be subject to the laws of the relevant jurisdiction where you are located. You should inform yourself about and observe any applicable legal and regulatory requirements. If you wish to accept the Rule 13 Offer, it is your responsibility to satisfy yourself as to the full observance of the laws of your own jurisdiction in connection therewith, including the obtaining of any governmental or exchange control or other consents which may be required, or the compliance with other necessary formalities and the payment of any issue, transfer or other taxes due in such jurisdiction.
7. You are recommended to consult your professional advisers if you are in any doubt as to the taxation implications of the Rule 13 Offer and, in particular, whether the receipt of the consideration under the Rule 13 Offer will make you liable to taxation in Hong Kong or in other jurisdictions.
8. The Hongkong and Shanghai Banking Corporation Limited is a registered institution under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), registered with the Securities and Futures Commission under Central Entity number AAA523 and registered to conduct Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities, and a licensed bank under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong).

附註：

1. 如按本接納表格就有關閣下部份但並非全部未行使新世界中國購股權作出接納，則請在表格填寫與本接納表格相關的未行使新世界中國購股權數目。與本接納表格有關之新世界中國購股權數目不應超過於第13條要約記錄日期閣下名下登記的未行使新世界中國購股權之數目。倘填寫更高的數字，根據本接納表格的接納將視為就第13條要約記錄日期閣下所有未行使新世界中國購股權作出。如未有在此填寫數目，根據本接納表格的接納將被視為就第13條要約記錄日期閣下所有未行使的新世界中國購股權而作出。
2. 本接納表格乃受滙豐就第13條要約於2014年5月17日寄發予閣下的函件所載的第13條要約的條款及條件所約束。
3. 本接納表格連同相關證書(如有)或證明向閣下授出未行使新世界中國購股權的任何其他文件或其他的擁有權或權利文件(及或就此所需的任何可信納的一項或多項彌償保證)，最遲於2014年7月31日星期四下午四時三十分(香港時間)或可能經由公告通知閣下較遲的時間及(或日期)前交回新世界發展，地址為香港中環皇后大道中18號新世界大廈1期25樓，註明收件人為要約人董事會並註明「新世界中國地產有限公司——第13條要約」，以轉交要約人。概不會確認收到本接納表格、相關證書(如有)或證明授出未行使新世界中國購股權的相關證書或其他的擁有權或權利文件(及或就此所需的任何可信納的一項或多項彌償保證)。任何新世界中國購股權持有人沒有向要約人交回以上述方式簽署的接納表格，將不會收到任何新世界中國購股權要約價。
4. 第13條要約成為無條件之日期及收到有效接納日期較後者之後的七個營業日內，用於支付根據第13條要約項下新世界中國購股權要約價之支票將以新世界中國購股權持有人為受益人簽發，並以平郵方式按上述「新世界中國購股權持有人郵寄地址」所載地址向該持有人寄發。如並無所要求的資料，支票將會以平郵方式寄至新世界中國記錄所保存的閣下最後知悉之地址。按上述方式寄發的任何有關支票而涉及的郵誤由有權收取支票的人士承擔，要約人、新世界發展、滙豐及新世界中國(及彼等之任何職員、代表或代理人)將不會對遞送過程中產生的遺失或延誤承擔任何責任。
5. 請在所示的位置簽署以表示閣下在本接納表格所述範圍內接納第13條要約及填上接納日期。儘管閣下填妥本接納表格的其他部份，如未有簽署本接納表格，閣下將被視為並未就有關任何閣下的未行使新世界中國購股權接納第13條要約。
6. 如閣下並非香港居民，接納第13條要約或收取接納第13條要約的代價則可能須遵守閣下所居住地方的相關司法權區的法律。閣下應知悉並遵守任何適用的法律及法規要求。閣下如有意接納第13條要約，有責任信納已自行充分遵守閣下的司法權區的法律，包括獲得所需的任何政府或交易所監管或其他同意，或辦理其他任何必要手續並支付該司法權區的任何發行、過戶或其他應繳稅項。
7. 如閣下對第13條要約的稅務影響及尤其是對根據第13條要約收取代價是否導致閣下須承擔香港或其他司法權區稅務有任何疑問，建議諮詢閣下的專業顧問。
8. 香港上海滙豐銀行有限公司是證券及期貨條例(香港法例第571章)項下之註冊機構，並於證券及期貨事務監察委員會註冊，中央編號為AAA523，並註冊為可從事第1類(證券交易)、第2類(期貨合約交易)、第4類(就證券提供意見)、第5類(就期貨合約提供意見)、第6類(就企業融資提供意見)及第9類(資產管理)受規管活動，並為根據銀行業條例(香港法例第155章)之持牌銀行。