

**IMPORTANT**

Excess Application Form No.

Reference is made to the prospectus of Forefront Group Limited (the "Company") dated 20 January 2010 (the "Prospectus") in relation to the Rights Issue. Terms defined in the Prospectus bear the same meanings when used herein, unless the context requires otherwise. THIS FORM IS VALUABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY BY THE QUALIFYING SHAREHOLDER(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR EXCESS RIGHTS SHARES IN ADDITION TO THOSE PROVISIONALLY ALLOTTED TO HIM/HER/THEM/ IT UNDER THE RIGHTS ISSUE. APPLICATIONS MUST BE RECEIVED BY THE REGISTRAR BY NO LATER THAN 4:00 P.M. ON MONDAY, 8 FEBRUARY 2010. IF YOU ARE IN ANY DOUBT AS TO THE CONTENTS OF THIS FORM OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER. Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this form, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this form. A copy of each of the Prospectus Documents, having attached thereto the written consents referred to under the paragraph headed "Experts" in appendix VI to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to section 342C of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong). Neither the Securities and Futures Commission nor the Registrar of Companies in Hong Kong takes any responsibility as to the contents of any of these documents. Dealings in the securities of the Company and the Rights Shares in their nil-paid and fully-paid forms may be settled through CCASS and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.



Hong Kong branch share registrar and transfer office:

Tricor Tengis Limited  
26th Floor,  
Tesbury Centre,  
28 Queen's Road East,  
Wanchai,  
Hong Kong

**FOREFRONT GROUP LIMITED**  
(incorporated in the Cayman Islands with limited liability)

**福方集團有限公司\***  
(Stock code: 0885)

**RIGHTS ISSUE OF 1,098,461,165 RIGHTS SHARES  
ON THE BASIS OF FIVE RIGHTS SHARES  
FOR EVERY TWO SHARES HELD ON THE RECORD DATE  
AT THE SUBSCRIPTION PRICE OF HK\$0.28 PER RIGHTS SHARE  
BY THE QUALIFYING SHAREHOLDERS  
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN  
4:00 P.M. ON MONDAY, 8 FEBRUARY 2010**

**FORM OF APPLICATION FOR EXCESS RIGHTS SHARES**

Registered office:  
P.O. Box 309, Ugland House  
South Church Street, George Town  
Grand Cayman, Cayman Islands  
British West Indies

Head office and principal place of business in Hong Kong:  
Room 1103, 11/F  
China United Centre  
28 Marble Road  
North Point  
Hong Kong

20 January 2010

Name(s) and address of the Qualifying Shareholder(s)

[Empty box for Name(s) and address of the Qualifying Shareholder(s)]

Application can be made only by the Qualifying Shareholder(s) named here.

To the Directors  
**FOREFRONT GROUP LIMITED**

Dear Sirs,  
I/We, being the Qualifying Shareholder(s) named above, hereby irrevocably apply for \_\_\_\_\_ excess Rights Shares at the Subscription Price of HK\$0.28 per Rights Share, in respect of which I/we enclose a separate remittance by cheque or cashier's order drawn in favour of "FOREFRONT GROUP LIMITED - EXCESS APPLICATION ACCOUNT" for HK\$ \_\_\_\_\_ and crossed "ACCOUNT PAYEE ONLY" being the payment in full on application for the above number of excess Rights Shares. I/We hereby request you to allot such excess Rights Shares applied for, or as may be determined by the Directors any smaller number, to me/us and to send by ordinary post at my/our risk to the address shown above the certificates for the number of excess Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any application monies returnable to me/us as may be determined by the Directors. I/We understand that allotments in respect of this application shall be at the sole discretion of the Directors. I/We acknowledge that I am/we are not guaranteed to be allotted all or any of the excess Rights Shares applied for. I/We hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon the terms and conditions set out in the Prospectus and subject to the memorandum and articles of association of the Company. In respect of any excess Rights Shares allotted to me/us, I/we authorise you to place my/our name(s) on the register of members of the Company as the holder(s) of such Rights Shares.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
Signature(s) of applicant(s) (all joint applicants must sign)

Date: \_\_\_\_\_ 2010 Contact Telephone no.: \_\_\_\_\_

This form should be completed in full and lodged, together with payment by cheque or cashier's order in respect of HK\$0.28 per Rights Share applied for, with the Registrar, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, so as to be received by the Registrar by no later than 4:00 p.m. on Monday, 8 February 2010. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "FOREFRONT GROUP LIMITED - EXCESS APPLICATION ACCOUNT" and crossed "ACCOUNT PAYEE ONLY". Completion and return of this form together with a cheque or cashier's order in payment for the excess Rights Shares for which are the subject of this form will constitute a warranty by the applicant(s) that such cheque or cashier's order will be honoured on first presentation. All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. If any cheque or cashier's order is dishonoured on first presentation, without prejudice to the other rights of the Company, this form is liable to be rejected. No action has been taken to permit the offering of the Rights Shares or the distribution of the documents in connection with the Rights Issue in any territory other than Hong Kong. Accordingly, it is the responsibility of any person outside Hong Kong wishing to make an application for excess Rights Shares to satisfy himself/herself/itself/themselves before making the application as to the full observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any government or other consents, and to pay taxes and duties required to be paid in any such jurisdiction in connection therewith. The Company reserves the right to refuse to accept any application for excess Rights Shares where it believes in doing so would violate the applicable securities or other laws or regulations of any jurisdiction. You will be notified of any allotment of excess Rights Shares made to you on or about Thursday, 18 February 2010 by way of announcement. If no excess Rights Shares are allotted to you, it is expected that the amount tendered on application will be refunded to you in full without interest by means of a cheque despatched by ordinary post to your registered address on or before Friday, 19 February 2010 at your own risk. If the number of excess Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will also be refunded to you without interest by means of a cheque despatched by ordinary post to your registered address on or before Friday, 19 February 2010 at your own risk. Any such cheque will be drawn in favour of the first-named applicant on this form. It is expected that certificates in respect of the fully-paid Rights Shares will be sent by ordinary post to you on or before Friday, 19 February 2010 at your own risk. Completion and return of this form will constitute a warranty and representation to the Company that all registration, legal and regulatory requirement of all relevant jurisdictions in connection with this form and any acceptance of it have been, or will be, duly complied with. This form and all applications made pursuant to it shall be governed by, and construed in accordance with, the laws of Hong Kong. It should be noted that the Shares have been dealt in on an ex-rights basis from Monday, 11 January 2010 and the Rights Shares will be dealt in their nil-paid form from Friday, 22 January 2010 to Wednesday, 3 February 2010, both dates inclusive. If the conditions of the Rights Issue are not fulfilled or waived (as applicable) or the Underwriting Agreement is terminated by the Underwriter, the Rights Issue will not proceed. Any Shareholder or other person contemplating selling or purchasing Shares or Rights Shares in their nil-paid form, who is in any doubt about his/her/its/their position, is recommended to consult his/her/its/their own professional adviser. The Rights Issue is conditional upon the fulfillment or waiver (as applicable) of the conditions set out in the section headed "Conditions of the Rights Issue" in the "Letter from the Board" in the Prospectus. The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to 4:00 p.m. on the Settlement Date if there occurs-- (i) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or (ii) any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic or currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; or (iii) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; and in the reasonable opinion of the Underwriter, such change would have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue. If, at or prior to 4:00 p.m. on the Settlement Date: (i) the Company commits any material breach of or omits to observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement which breach or omission will have a material and adverse effect on its business, financial or trading position; or (ii) the Underwriter shall receive notification pursuant to the Underwriting Agreement, or shall otherwise become aware of, the fact that any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated as provided in the Underwriting Agreement, and the Underwriter shall, in its reasonable opinion, determine that any such untrue representation or warranty represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or (iii) the Company shall, after certain matter or event referred to in the Underwriting Agreement has occurred or come to the Underwriter's attention, fail promptly to send out any announcement or circular (after the despatch of the Prospectus Documents), in such manner (and as appropriate with such contents) as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company. Upon the giving of notice pursuant to of the Underwriting Agreement, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine and none of the parties to the Underwriting Agreement shall have any claim against the other parties in respect of any matter or thing arising out of or in connection with the Underwriting Agreement provided that the Company shall remain liable to pay to the Underwriter such fees and expenses (but not the underwriting commission) referred to in the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.

**A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION. NO RECEIPT WILL BE GIVEN.**  
(For office use only)

Application no.	Number of excess Rights Shares applied for	Amount paid on application	Balance refunded
		HK\$	HK\$

\* For identification purpose only