

Provisional Allotment Letter No.  
暫定配額通知書編號

IMPORTANT  
重要提示

Reference is made to the prospectus of Forefront Group Limited (the "Company") dated 1 April 2011 (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. 茲提述福方集團有限公司(「本公司」)日期為二零一一年四月一日有關供股之章程(「供股章程」)。除文義另有所指外，供股章程所界定之詞彙，在本通知書內具相同涵義。 THIS PROVISIONAL ALLOTMENT LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS LETTER AND THE ACCOMPANYING EAF EXPIRES AT 4:00 P.M. ON THURSDAY, 21 APRIL 2011. 本暫定配額通知書具有價值及可予轉讓，並請閣下即時注意。本通知書所載之認購供股及隨附之額外供股股份申請表格將於二零一一年四月二十一日(星期四)下午四時正截止。 IF YOU ARE IN ANY DOUBT AS TO THE CONTENTS OF THIS LETTER OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER. IF YOU HAVE SOLD OR TRANSFERRED ALL YOUR SHARES OF THE COMPANY, YOU SHOULD AT ONCE HAND THE PROSPECTUS AND THIS LETTER AND THE ACCOMPANYING EAF TO THE PURCHASER(S) OR TRANSFERREE(S) OR TO THE BANK, LICENSED SECURITIES DEALER OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER(S) OR TRANSFERREE(S). 閣下如對本通知書之內容或將予採取之行動有任何疑問，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。閣下如已將名下本公司所有供股股份出售或轉讓，應立即將供股章程及本通知書以及隨附之額外供股股份申請表格交予買主或承讓人，或親手出售或轉讓之銀行、持牌證券交易商或其他代理人，以便轉交買主或承讓人。 Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of the Prospectus Documents, make no representation as to their 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 the Prospectus Documents. 香港交易所及結算所有限公司、聯交所及香港結算對供股章程文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因供股章程文件全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。 Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from their respective commencement dates of dealings on the Stock Exchange or such other date as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time. 待未繳股款及未繳股款供股股份獲批准於聯交所上市及買賣，以及遵守香港結算之股份收納規定，未繳股款及未繳股款供股股份將獲香港結算接納為合資格證券，可由各自開始在聯交所買賣之日或香港結算釐定之其他日期起，於中央結算系統內寄存、結算及交收。聯交所參與者之間任何交收日之交易須於其後第一個交易日在中央結算系統內進行交收。中央結算系統之所有活動均須即時有效之中央結算系統一般規則及中央結算系統運作規則所規限。 A copy of each of the Prospectus Documents, having attached thereto the written consents referred to under the paragraph headed "Experts" in appendix III 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. 各份供股章程文件副本連同其所附載供股章程附錄三「專家意見」一節所述之同意書，已根據香港法例第342C條在香港公司註冊處登記。香港證券及期貨事務監察委員會及香港公司註冊處對該等文件之內容概不負責。 If you wish to exercise your right to subscribe for all the Rights Shares specified in this letter, you should lodge this letter in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Registrar, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Thursday, 21 April 2011. 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 - PROVISIONAL ALLOTMENT ACCOUNT" and crossed "ACCOUNT PAYEE ONLY". 倘閣下有意行使閣下之權利認購本通知書所列之所有供股股份，則必須依照本通知書之指示，於二零一一年四月二十一日(星期四)下午四時正將本通知書連同須於接納時應付之全數股款交與香港結算或證券及期貨事務監察委員會，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款必須以港幣支付。支票須由香港持牌銀行之賬戶開出，而本單須填由香港持牌銀行開立，以(只進入抬頭人賬戶)方式劃撥開出，並註明抬頭人為「FOREFRONT GROUP LIMITED - PROVISIONAL ALLOTMENT ACCOUNT」。

Hong Kong branch share registrar  
and transfer office:  
香港股份過戶登記分處:

Tricor Tengis Limited  
26th Floor,  
Tesbury Centre,  
28 Queen's Road East,  
Wanchai,  
Hong Kong  
卓佳登捷時有限公司  
香港  
灣仔  
皇后大道東28號  
金鐘匯中心  
26樓



FOREFRONT GROUP LIMITED  
(incorporated in the Cayman Islands with limited liability)  
(於開曼群島註冊成立之有限公司)

福方集團有限公司\*  
(Stock code: 0885)  
(股份代號: 0885)

RIGHTS ISSUE OF 3,248,660,184 RIGHTS SHARES ON THE BASIS OF EIGHT RIGHTS SHARES FOR EVERY SHARE HELD ON THE RECORD DATE AT THE SUBSCRIPTION PRICE OF HK\$0.125 PER RIGHTS SHARE BY THE QUALIFYING SHAREHOLDERS PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON THURSDAY, 21 APRIL 2011 按合資格股東於記錄日期每持有一股股份 供八股供股股份之基準， 以每股供股股份0.125港元之認購價 進行涉及3,248,660,184股供股股份之供股， 供股股款須於接納時繳足， 即不遲於二零一一年四月二十一日(星期四)下午四時正

PROVISIONAL ALLOTMENT LETTER  
暫定配額通知書

Registered office:  
註冊辦事處:  
P.O. Box 309, Uglund House  
South Church Street, George Town  
Grand Cayman, Cayman Islands  
British West Indies

Head office and principal place  
of business in Hong Kong:  
總辦事處及香港主要營業地點:  
Room 1103, 11/F  
China United Centre  
28 Marble Road  
North Point  
Hong Kong  
香港  
北角  
馬寶道28號  
華匯中心  
11樓1103室

1 April 2011  
二零一一年四月一日

Name(s) and address of the Qualifying Shareholder(s) 合資格股東姓名及地址

Blank area for shareholder name and address.

Total number of Share(s) registered in your name(s) on Thursday, 31 March 2011  
於二零一一年三月三十一日(星期四)登記於閣下名下之股份總數

Blank area for total number of shares registered.

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Thursday, 21 April 2011  
暫定配發予閣下之供股股份數目，惟須於二零一一年四月二十一日(星期四)下午四時正前接納時繳足股款方可作實

Blank area for number of rights shares allotted.

Total subscription monies payable  
應繳認購款項總額

Blank area for total subscription monies payable.

Contact telephone no.:  
聯絡電話號碼:

Blank area for contact telephone number.

It should be noted that the Shares have been dealt in on an ex-rights basis from Wednesday, 23 March 2011 and the Rights Shares will be dealt in their nil-paid form from Wednesday, 6 April 2011 to Monday, 18 April 2011, 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 position, is recommended to consult his/her/its 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 as 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; or (iv) 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, the Underwriter shall be entitled (but not bound) by notice in writing issued by the Underwriter to the Company to effect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement. Upon the giving of notice pursuant to 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. 敬請注意，股份已自二零一一年三月二十三日(星期三)起以無券方式買賣，而供股股份將由二零一一年四月六日(星期三)至二零一一年四月十八日(星期一)期間(包括首兩整天)以未繳股款形式買賣，倘供股之條件未能達成或獲豁免(如適用)，或包銷商終止包銷協議，則供股將不會進行。買賣股份或未繳股款供股股份之任何股東或其他人士，如對該等情況有任何疑問，建議諮詢閣下之專業顧問。 本通知書之條件，須待「供股章程」內「董事會函件」所載之條件獲履行或獲豁免(如適用)後，方可作實。包銷商可於發生以下任何事件時，通過向本公司發出書面通知的方式，於結算日期下午四時正前隨時終止包銷協議所載之安排： (i) 當有任何新法律或法規，或現行法律或法規(或其司法詮釋)出現任何變動；或 (ii) 發生任何本地、國家或國際間之政治、軍事、金融、經濟或貨幣(包括有關香港貨幣之價值與美國貨幣掛鈎之制度之變動)或其他性質(無論是否與上述性質相似)之事件或變動，或任何本地、國家或國際間之衝突或武裝衝突之爆發或升級或蔓延地發生之事件或變動；或 (iii) 任何天災、戰爭、動亂、公眾騷亂、民眾暴亂、火災、水災、爆炸、疫症、恐怖襲擊、罷工或停工；或 (iv) 而在合理意見認為有關變動可能對本集團之整體業務、財務或經營狀況或前景或成功進行供股造成重大不利影響或導致不宜或不適合進行供股。 倘若於二零一一年四月六日或之前： (i) 本公司承諾任何重大違約或疏忽履行其在包銷協議下之任何責任、承諾、聲明或保證，而對本公司業務、財務或經營狀況造成重大不利影響；或 (ii) 包銷商將收到通知，或將以其他方式知悉包銷協議所載之任何聲明或保證在作出時屬失實或不確，或後知包銷商所訂明有重大失實或不確，而包銷商合理認為該等失實之聲明或保證反映或可能反映本集團業務、財務或經營狀況或前景之重大不利變動或可能對供股造成重大不利影響；或 (iii) 本公司在發出通知後，於包銷協議所載之任何事項或事件發生後，未能按包銷商可能合理要求之方式(及適當之內容)發出任何公佈或通知，以阻止在證券市場中出現虛假市場，則包銷商將有權(但無義務)發出通知，以解除其根據包銷協議所載之責任。 倘若包銷商行使此項權利，包銷商將終止包銷協議，而本公司將繼續對包銷商負有責任，惟包銷商將獲豁免其根據包銷協議所載之任何責任或事件，惟本公司仍有責任向包銷商支付包銷協議中所涉及之費用及支出(而非包銷佣金)，倘包銷商行使有關權利，則供股將不會進行。

For identification purpose only  
僅供識別

IN THE EVENT OF A TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS LETTER, HONG KONG STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS LETTER.  
在轉讓認購本通知書所顯示供股股份之權利時，每宗買賣雙方均須繳納香港印花稅。禮贈或轉讓（並非以出售方式）實益擁有之權益亦須繳納香港印花稅。在登記轉讓本通知書所列任何認購供股股份之權利之前，須出示已繳納香港印花稅之證明。

## Form B

## FORM OF TRANSFER AND NOMINATION

### 表格乙

### 轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Share(s) comprised herein)  
(僅供擬將其/彼等於本表格所列認購供股股份之權利全數轉讓之合資格股東填寫及簽署)

To the Directors,  
**FOREFRONT GROUP LIMITED**  
致：福方集團有限公司  
列位董事 台照

Dear Sirs,  
I/We hereby transfer all my/our rights to subscribe for the Rights Shares comprised in this letter to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：  
本人/吾等茲將本通知書所列本人/吾等可認購供股股份之權利全數轉讓予接受此權利並簽署以下登記申請表格（表格丙）之人士。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
Signature(s) of applicant(s) (all joint applicants must sign) 申請人簽署（所有聯名申請人均須簽署）

Date: \_\_\_\_\_ 2011

日期：二零一一年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

**Note:** Hong Kong stamp duty is payable in connection with the acceptance of the transfer of the right(s) to subscribe for the Rights Share(s).  
附註：接納轉讓可認購供股股份之權利須繳納香港印花稅。

## Form C

## REGISTRATION APPLICATION FORM

### 表格丙

### 登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Share(s) have been transferred)  
(僅供承讓認購供股股份權利之人士填寫及簽署)

To the Directors,  
**FOREFRONT GROUP LIMITED**  
致：福方集團有限公司  
列位董事 台照

Dear Sirs,  
I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s) and I/we agree to accept the same on the terms embodied in this letter and the Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：  
本人/吾等謹請閣下將表格甲內乙欄所列之供股股份數目以本人/吾等名義登記，本人/吾等同意按照本通知書及供股章程所載之條款，並在貴公司之組織章程大綱及細則限制下接納該等股份。

Existing Shareholder(s)  
Please mark "X" in this box  
現有股東請在欄內填上「X」號

| To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.<br>請用英文大楷填寫。聯名申請人只須填報排名首位之申請人地址。 |  |                          |                         |
|---|--|--------------------------|-------------------------|
| Name of English<br>英文姓名   | Family name or Company name<br>姓氏或公司名稱 | Other name(s) 名字         | Name in Chinese<br>中文姓名 |
| Name continuation and/or name(s) of joint applicants (if applicable)<br>姓名(續)及/或聯名申請人姓名(如適用)  |  |                          |                         |
| Address in English<br>英文地址  |  |                          |                         |
| Occupation<br>職業  |  | Tel. No.<br>電話號碼         |                         |
| Dividend Instructions 派息指示  |  |                          |                         |
| Name and address of bank<br>銀行名稱及地址   |  |                          | Bank account no. 銀行戶口號碼 |
|   | Account Type 賬戶類別                      | For office use only 公司專用 |                         |

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
Signature(s) of applicant(s) (all joint applicants must sign) 申請人簽署（所有聯名申請人均須簽署）

Date: \_\_\_\_\_ 2011

日期：二零一一年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

**Note:** Hong Kong stamp duty is payable in connection with the acceptance of the transfer of the right(s) to subscribe for the Rights Share(s).  
附註：接納轉讓可認購供股股份之權利須繳納香港印花稅。



## FOREFRONT GROUP LIMITED

(incorporated in the Cayman Islands with limited liability)

# 福方集團有限公司\*

(Stock code: 0885)

1 April 2011

Dear Qualifying Shareholders,

Reference is made to the prospectus of Forefront Group Limited (the "Company") dated 1 April 2011 (the "Prospectus") in relation to the Rights Issue. Terms defined in the Prospectus bear the same meanings when used herein, unless the context otherwise requires. In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the number of Rights Shares on the basis of eight Rights Shares for every Share held and registered in your name(s) in the register of members of the Company on the Record Date (i.e. 31 March 2011). Your holding of Shares on the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B.

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 jurisdiction other than Hong Kong. Accordingly, it is the responsibility of any person outside Hong Kong wishing to make an application for the 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 Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

No provisional allotment of Rights Shares has been or will be made to the Non-Qualifying Shareholders and no PAL or EAF is being sent to them. The Company will send copies of the Prospectus to the Non-Qualifying Shareholders for their information only. Arrangements will be made for the Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders to be sold in the market in their nil-paid form as soon as practicable after dealings in the nil-paid Rights Shares commence, if a premium (net of expenses) can be obtained. The proceeds of such sale, less expenses, of more than HK\$100 will be paid pro rata to the Non-Qualifying Shareholders in Hong Kong dollars. The Company will retain individual amounts of HK\$100 or less for the benefit of the Company. Any unsold entitlements of the Non-Qualifying Shareholders, together with any Rights Shares provisionally allotted but not accepted, will be made available for excess application on EAFs by the Qualifying Shareholders.

When allotted, issued and fully-paid, the Rights Shares will rank *pari passu* in all respects with the Shares then in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid after the date of allotment of the fully-paid Rights Shares.

### PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by the Registrar by no later than 4:00 p.m. on Thursday, 21 April 2011. 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 – PROVISIONAL ALLOTMENT ACCOUNT" and crossed "ACCOUNT PAYEE ONLY". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

It should be noted that unless this PAL, duly completed and together with the appropriate remittance for the amount shown in Box C, has been received as described above by no later than 4:00 p.m. on Thursday, 21 April 2011 whether by the original allottee or any person to whom the rights have been validly transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to treat but may at its absolute discretion to treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if such PAL is not completed in accordance with the relevant instructions.

### EXCESS RIGHTS SHARES

If you are a Qualifying Shareholder and wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying EAF as indicated therein and lodge it, together with a separate remittance for the full amount payable on application in respect of the excess Rights Shares applied for, with the Registrar, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, which will be received by the Registrar by no later than 4:00 p.m. on Thursday, 21 April 2011. 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".

### TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand this PAL to the transferee(s) to or through whom you are transferring your rights hereunder. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C 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 Thursday, 21 April 2011. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares and the acceptance by the transferee(s) of such rights.

### SPLITTING

If you wish to accept only part of your provisional allotment and/or transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer your rights to more than one person, this PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Wednesday, 13 April 2011 with the Registrar, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, which will cancel this original PAL and issue new PALs in the denominations required, which will be available for collection at the Registrar after 9:00 a.m. on the second Business Day after the surrender of this original PAL.

### TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Shares have been dealt in on an *ex-rights* basis from Wednesday, 23 March 2011 and the Rights Shares will be dealt in their nil-paid form from Wednesday, 6 April 2011 on Monday, 18 April 2011, 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 Underwriters, 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 fulfilment 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,

the Underwriter shall be entitled (but not bound) by notice in writing issued by the Underwriter to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement.

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.

Full details of the terms of the termination of the Underwriting Agreement are also set out in the Prospectus.

### CHEQUES OR CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies will be retained for the benefit of the Company. If any cheque or cashier's order lodged with this PAL is not honoured upon first presentation, without prejudice to the other rights of the Company, this PAL is liable to be rejected, and in that event the provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled. Completion and return of this PAL together with a cheque or cashier's order in payment for the Rights Shares provisionally allotted hereunder will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation.

### SHARE CERTIFICATES

It is expected that certificates for the fully-paid Rights Shares will be despatched to you by the Registrar by ordinary post at your own risk on or before Thursday, 5 May 2011.

You will receive one share certificate for all the Rights Shares issued to you.

### EFFECT OF BAD WEATHER

If there is a "black" rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong ("Bad Weather") at any time before 12:00 noon and no longer in force after 12:00 noon on Thursday, 21 April 2011, the latest time for acceptance of and payment for the Rights Shares will be extended to 5:00 p.m. on the same Business Day. If there is Bad Weather in force in Hong Kong at any time between 12:00 noon and 4:00 p.m. on Thursday, 21 April 2011, the latest time for acceptance of and payment for the Rights Shares will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m..

### GENERAL

Completion and return of this PAL will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions in connection with this PAL and any acceptance of it have been, or will be, duly complied with.

Lodgment of this PAL with, where relevant, the form of transfer and nomination (Form B) purporting to have been signed by the person(s) in whose favour this PAL has been issued shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split PALs and/or certificates for Rights Shares.

Further copies of the Prospectus giving details of the Rights Issue are available from the Registrar, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, during normal business hours.

Yours faithfully,  
For and on behalf of the Board of  
**FOREFRONT GROUP LIMITED**  
Yeung Ming Kwong  
Executive Director

\* For identification purpose only