

TO BE VALID, THE WHOLE OF THIS PROVISIONAL ALLOTMENT LETTER MUST BE RETURNED.

本暫定配額通知書必須整份交回方為有效。

IMPORTANT

重要提示

Reference is made to the prospectus (the “**Prospectus**”) issued by Endurance RP Limited (the “**Company**”) dated 13 December 2022 in relation to the Rights Issue. Terms defined in the Prospectus shall have the same meanings when used herein, unless the context otherwise requires.

茲提述壽康集團有限公司*（「**本公司**」）日期為二零二二年十二月十三日有關供股之供股章程（「**供股章程**」）。除文義另有所指外，供股章程所界定詞彙與本暫定配額通知書所用者具相同涵義。

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT EXPIRES AT 4:00 P.M. ON THURSDAY, 29 DECEMBER 2022 (OR SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE” IN THE ENCLOSED SHEET).

此乃有價值及可轉讓之文件，敬請即時處理。本文件所載之要約於二零二二年十二月二十九日（星期四）下午四時正（或附頁「惡劣天氣對最後接納時限之影響」一段所述之較後日期或時間）截止。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS PROVISIONAL ALLOTMENT LETTER OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本暫定配額通知書任何方面或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

A copy of each of the Prospectus Documents, together with the documents specified in the paragraph headed “14. Documents delivered to the Registrar of Companies in Hong Kong” in Appendix III to the Prospectus, have been registered by the Registrar of Companies in Hong Kong as required by Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Securities and Futures Commission of Hong Kong, the Stock Exchange and the Registrar of Companies in Hong Kong take no responsibility for the contents of any of the Prospectus Documents.

各章程文件連同於供股章程附錄三「14. 送呈香港公司註冊處處長之文件」一段所述之文件，均已依據香港法例第32章公司（清盤及雜項條文）條例第342C條之規定送呈香港公司註冊處處長登記。香港證券及期貨事務監察委員會、聯交所及香港公司註冊處處長對各章程文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this Provisional Allotment Letter, 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 Provisional Allotment Letter.

香港交易及結算所有限公司、聯交所及香港結算對本暫定配額通知書之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本暫定配額通知書全部或任何部份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。

Dealings in the Shares and the Rights Shares in both nil-paid and fully-paid forms may be settled through CCASS established and operated by HKSCC and you should consult your licensed securities dealer or registered institution in securities, 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.

股份及未繳股款及繳足股款供股股份之買賣可透過香港結算成立及運作之中央結算系統交收。閣下應就該等交收安排之詳情及該等安排如何影響閣下之權利及權益，諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirement of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in the CCASS with effect from the respective commencement dates of dealings in the Rights Shares on the Stock Exchange or such other dates 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.

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣並遵守香港結算之股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，由供股股份各自於聯交所開始買賣日期或香港結算釐定之有關其他日期起，可在中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行交易之交收須於其後第二個交易日在中央結算系統內進行。於中央結算系統進行之所有活動，均須遵照不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

TO ACCEPT THE PROVISIONAL ALLOTMENT SPECIFIED IN THIS DOCUMENT IN FULL, YOU MUST LODGE THIS ORIGINAL DOCUMENT INTACT WITH THE COMPANY'S HONG KONG BRANCH SHARE REGISTRAR AND TRANSFER OFFICE, TRICOR TENGIS LIMITED, AT 17/F, FAR EAST FINANCE CENTRE, 16 HARCOURT ROAD, HONG KONG TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C BELOW SO AS TO BE RECEIVED BY NO LATER THAN 4:00 P.M. ON THURSDAY, 29 DECEMBER 2022. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS. CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, AND BANKER'S CASHIER ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO “**TRICOR TRUST (HONG KONG) LIMITED - A/C NO. 19**” AND CROSSED “**ACCOUNT PAYEE ONLY**”. INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT IN THE ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

閣下如欲接納本文件所指定之全部暫定配額，須將本文件整份正本連同下列丙欄所示全部港元款額之付款，不遲於二零二二年十二月二十九日（星期四）下午四時正前交回本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港夏慤道16號遠東金融中心17樓。所有股款必須以港元支付。支票及銀行本票須分別由香港持牌銀行賬戶開出及香港持牌銀行發出，註明抬頭人為「**TRICOR TRUST (HONG KONG) LIMITED - A/C NO. 19**」，並劃線註明「**只准入抬頭人賬戶**」。有關轉讓及分拆之指示載於附頁。本公司將不會就該等股款發出收據。

* For identification purposes only

僅供識別

Form A
表格甲



Hong Kong branch share
registrar and transfer office:
Tricor Tengis Limited
17/F
Far East Finance Centre
16 Harcourt Road
Hong Kong

香港股份過戶登記分處：
卓佳登捷時有限公司
香港
夏慤道16號
遠東金融中心
17樓

Endurance RP Limited

壽康集團有限公司*

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 575)

(股份代號：575)

Registered Office:
註冊辦事處：
PO Box 309
Ugland House
Grand Cayman
KY1-1104
Cayman Islands

Principal place of business
in Hong Kong:
8th Floor
Henley Building
5 Queen's Road Central
Hong Kong

於香港之主要營業地點：
香港
中環皇后大道中5號
衡怡大廈
8樓

13 December 2022
二零二二年十二月十三日

**RIGHTS ISSUE ON THE BASIS OF
ONE(1) RIGHTS SHARE FOR EVERY ONE(1) EXISTING SHARE
HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$0.0785 PER RIGHTS SHARE
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON THURSDAY, 29 DECEMBER 2022**

按於記錄日期
每持有一(1)股現有股份獲發一(1)股供股股份之基準
以每股供股股份0.0785港元之認購價
進行供股
股款須不遲於二零二二年十二月二十九日(星期四)下午四時正
接納時繳足

PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

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

Number of Shares registered in your name(s) on Monday, 12
December 2022
於二零二二年十二月十二日(星期一)以閣下名義登記
之股份數目

BOX A
甲欄

Number of Rights Shares in your provisional allotment.
Subject to payment in full on acceptance by no later than
4:00 p.m. on Thursday, 29 December 2022
閣下獲暫定配發之供股股份數目。股款須不遲於
二零二二年十二月二十九日(星期四)下午四時正接納時
繳足

BOX B
乙欄

Total subscription monies payable on acceptance in full*
於接納時應全數繳足之認購股款總額*

BOX C
丙欄

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

Name of bank on which cheque/banker's cashier order is drawn:

支票/銀行本票之付款銀行名稱： _____

Cheque/banker's cashier order number:

支票/銀行本票號碼： _____

Contact Telephone No.:

聯絡電話號碼： _____

**A SEPARATE CHEQUE OR BANKER'S CASHIER ORDER MUST ACCOMPANY EACH APPLICATION
NO RECEIPT WILL BE GIVEN FOR REMITTANCE**

**每份申請均須隨附獨立開出之支票或銀行本票
本公司將不會發出股款收據**

* Subscription monies should be rounded down to 2 decimal points
認購金額應向下調整至兩個小數點

* For identification purposes only
僅供識別

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), HONG KONG AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

於轉讓供股股份之認購權時，每一宗買賣均須繳付香港從價印花稅。饋贈或轉讓（並非以出售方式）實益擁有之權益亦須繳付香港從價印花稅。於登記轉讓本文件所指任何供股股份之權利之前，須出示已繳付香港從價印花稅之證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION
轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer his/her/their right(s) to subscribe for the Rights Share(s) comprised herein)
(僅供擬轉讓其／彼等於本暫定配額通知書所列供股股份認購權之合資格股東填寫及簽署)

To: The Directors
ENDURANCE RP LIMITED
致：壽康集團有限公司*
列位董事 台照

Dear Sirs,

I/We, as the Qualifying Shareholder(s) hereby transfer all my/our rights to subscribe for the Rights Shares comprised in this Provisional Allotment Letter to the person(s) accepting the same and signing the below registration application form (Form C). I/We have read the conditions and procedures for transfer set out in the enclosed sheet and agree to be bound thereby.

敬啟者：

本人／吾等作為合資格股東，茲將本暫定配額通知書所列本人／吾等之供股股份認購權悉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。本人／吾等已細閱附頁所載各項條件及轉讓手續，並同意受其約束。

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) of Qualifying Shareholder(s) (all joint Qualifying Shareholders must sign)
合資格股東簽署（所有聯名合資格股東均須簽署）

Date: _____ 2022

日期：二零二二年_____月_____日

NOTE: Hong Kong ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.

附註：有關轉讓閣下之供股股份認購權須繳付香港從價印花稅。

* For identification purposes only
僅供識別

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares are being transferred)
(僅供承讓供股股份認購權之人士填寫及簽署)

To: The Directors
ENDURANCE RP LIMITED

致：壽康集團有限公司*
列位董事 台照

Dear Sirs,

I/We request you to register the number of the Rights Shares mentioned in Box B of Form A in my/our name(s) and I/we agree to accept the same upon and subject to the terms set out in this Provisional Allotment Letter and the accompanying Prospectus and/or Prospectus Documents and subject to the amended and re-stated memorandum and articles of association of the Company. I/We have read the conditions and procedures for application set out in the enclosed sheet and agree to be bound thereby.

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登記於本人／吾等名下，本人／吾等同意依照本暫定配額通知書及隨附之供股章程及／或章程文件內所載條款及受其規限，並在貴公司經修訂及重列之組織章程大綱及細則之限制下接納此等股份。本人／吾等已細閱附頁所載各項條件及申請手續，並同意受其約束。

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

To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.
請用英文正楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。

Name in English 英文姓名	Family Name or Company Name 姓氏或公司名稱	Other Names 名字	Name in Chinese 中文姓名
Name(s) of Joint Applicants in English (if applicable) 聯名申請人英文姓名 (如適用)			
Address in English (joint applicants should give the address of the first-named applicant only) 英文地址 (聯名申請人僅須填寫排名首位之申請人之地址)			
Occupation 職業		Tel. No. 電話號碼	
Dividend Instructions 派息指示			
Name & Address of Bank 銀行名稱及地址			Bank Account No. 銀行賬戶號碼

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: _____ 2022

日期：二零二二年_____月_____日

NOTE: Hong Kong ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.

附註：有關轉讓閣下之供股股份認購權須繳付香港從價印花稅。

* For identification purposes only
僅供識別

The Rights Issue is conditional upon the fulfilment of the condition set out under the section headed “Letter from the Board – Conditions of the Rights Issue” in the Prospectus. Accordingly, the Rights Issue may or may not proceed.

The Rights Issue is only partially underwritten. Subject to fulfilment of the conditions of the Rights Issue, the Rights Issue will proceed regardless of the ultimate subscription level. In the event the Rights Issue is undersubscribed, any Rights Shares not taken up by the Qualifying Shareholders or transferees of nil-paid Rights Shares or otherwise subscribed by the Underwriter or other subscribers procured by it pursuant to the Underwriting Agreement will not be issued by the Company and the size of the Rights Issue will be reduced accordingly.

The Underwriting Agreement contains provisions entitling the Underwriter to terminate the Underwriting Agreement on or prior to the Latest Time for Termination in accordance with the terms thereof on the occurrence of certain event as set out under the section headed “Termination of the Underwriting Agreement” in the Prospectus. If the Underwriting Agreement does not become unconditional or if it is terminated in accordance with the terms thereof, the Rights Issue will not proceed.

Dealings in the Rights Shares in the nil-paid form will take place from Thursday, 15 December 2022 to Thursday, 22 December 2022 (both days inclusive) on the Stock Exchange. Any Shareholders or other persons dealing in the Shares or in the Rights Shares in the nil-paid form up to the date on which all conditions to which the Rights Issue is subject are fulfilled (and the date or which the Underwriter’s right of termination of the Underwriting Agreement ceases), will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. If the Rights Issue fails to proceed, the subscription monies received will be returned to the applicants by cheques without interest by ordinary post to their registered addresses at the risk of such persons. Any Shareholders or other persons contemplating transferring, selling or purchasing Shares and/or Rights Shares in the nil-paid form during such periods are recommended to consult their professional advisers.

Each person accepting the provisional allotment specified in this PAL confirms that he/she/it has read the terms and conditions and acceptance procedures set out in the enclosed sheet and in the Prospectus and agrees to be bound by them.

NO RECEIPT WILL BE GIVEN.

供股須待供股章程「董事會函件－供股之條件」一節項下所載之條件獲達成後，方可作實。因此，供股可能會或可能不會進行。

供股僅獲部分包銷。待供股之條件獲達成後，不論最終認購水平如何，供股將會進行。倘供股出現認購不足的情況，本公司將不會發行任何未被合資格股東或未繳股款供股股份的承讓人承購或未以其他方式由包銷商或其根據包銷協議促成的其他認購人認購的供股股份，而供股規模將相應縮減。

包銷協議載有條文賦予包銷商權利在供股章程「終止包銷協議」一節項下所述發生若干事件之情況下，於最後終止時限或之前根據包銷協議之條款終止包銷協議。倘包銷協議並未成為無條件或倘包銷協議根據其項下之條款被終止，則不會進行供股。

未繳股款供股股份將於二零二二年十二月十五日(星期四)至二零二二年十二月二十二日(星期四)(包括首尾兩日)在聯交所買賣。任何股東或其他人士於直至供股所有條件獲達成當日(及包銷商終止包銷協議之權利終止當日)為止之期間以未繳股款方式買賣股份或供股股份，須相應承擔供股可能不會成為無條件或可能不會進行之風險。倘供股未能進行，則所收取之認購股款將不計利息以支票退還予申請人，退款支票將以普通郵遞方式寄發至有關人士之登記地址，郵誤風險概由彼等自行承擔。任何股東或其他人士如欲於該期間內轉讓、出售或購買股份及／或未繳股款供股股份，應諮詢彼等之專業顧問。

接納本暫定配額通知書所列明暫定配額的人士各自確認，彼已閱讀附頁及供股章程所載的條款及條件以及接納程序，並同意受其約束。

本公司將不會發出收據。

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Endurance RP Limited

壽康集團有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 575)

13 December 2022

Dear Qualifying Shareholder(s),

INTRODUCTION

Reference is made to the prospectus of Endurance RP Limited (the “**Company**”) dated 13 December 2022 (the “**Prospectus**”) in relation to the Rights Issue. Terms defined in the Prospectus shall have the same meanings when used herein, unless the context otherwise requires. In accordance with the terms set out in the Prospectus, the Directors have provisionally allotted to you Rights Shares on the basis of one (1) Rights Share for every one (1) existing Share registered in your name on the register of members of the Company as at the Record Date (that is, Monday, 12 December 2022) at a subscription price of HK\$0.0785 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A in Form A and the number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

Documents issued in connection with the Rights Issue have not been registered or filed under the securities law of any jurisdictions other than Hong Kong. No action has been taken in any territory or jurisdiction outside Hong Kong, to permit the offering of the Rights Shares or the distribution of any documents in connection with the Rights Issue.

No person receiving the Prospectus or the PAL in any territory or jurisdiction outside Hong Kong may treat this as an offer or an invitation to apply for Rights Shares, unless in the relevant territory or jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of anyone outside Hong Kong wishing to make an application for Rights Shares to satisfy himself/herself/itself as to the observance of the laws and regulations of all relevant territories and jurisdictions, including the obtaining of any governmental or other consents and to pay any taxes and duties. The Company will not be responsible for verifying the legal qualification of such Overseas Shareholder and/or resident in such territory or jurisdiction, thus, should the Company suffer any losses or damages due to non-compliance with the relevant laws of such territory or jurisdiction by any such Overseas Shareholder and/or resident, the Overseas Shareholder and/or resident shall be responsible to compensate the Company for the same. The Company shall not be obliged to issue the nil-paid Rights Shares or fully-paid Rights Shares to any such Overseas Shareholder and/or resident, if at the Company’s absolute discretion issuing the nil-paid Rights Shares or fully-paid Rights Shares to them does not comply with the relevant laws of such territory or jurisdiction.

The Company reserves the right to treat as invalid any acceptance of or applications for Rights Shares where it believes that such acceptance or application would violate the applicable securities or other laws or regulations of any territory or jurisdiction. No application for Rights Shares will be accepted from any person who is a Non-Qualifying Shareholder.

RIGHTS SHARES

The Rights Shares, when allotted and issued, shall rank *pari passu* in all respects with the Shares in issue on the date of allotment and issue of the Rights Shares, including the right to receive all dividends and distributions which may be declared, made or paid on or after such date.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirement of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in the CCASS with effect from the respective commencement dates of dealings in the Rights Shares on the Stock Exchange or such other dates 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. Shareholders should seek advice from their stockbrokers or other professional advisers for details of those settlement arrangements and how such arrangements will affect their rights and interests.

PROCEDURES FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment in full, you must lodge the whole of the original PAL intact with the Company's Hong Kong Branch Share Registrar and Transfer Office, Tricor Tengis Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (the "**Registrar**") together with a remittance for the full amount payable on acceptance, as set out in Box C in Form A, so as to be received by no later than 4:00 p.m. on Thursday, 29 December 2022 (or, under bad weather and/or extreme conditions, such later time or date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance" below). All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "**TRICOR TRUST (HONG KONG) LIMITED - A/C NO. 19**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment on the terms of the PAL and the Prospectus and subject to the amended and re-stated memorandum and articles of association of the Company. No receipt will be given for such remittances.

It should be noted that unless the PAL, together with the appropriate remittance for the amount shown in Box C in Form A, has been physically received as described above by no later than 4:00 p.m. on Thursday, 29 December 2022 (or, under bad weather and/or extreme conditions, such later time or date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance" below) whether from the original allottee or any person in whose favour the rights have been validly transferred, the provisional allotment and all rights under the PAL will be deemed to have been declined and will be cancelled. The Company may (at its sole and absolute discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

Completion and return of the PAL by any person will be deemed to constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant territories and jurisdictions other than Hong Kong, in connection with the PAL and any acceptance of it, have been, or will be, fully complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited, will give or is subject to the above representation and warranty.

EXCESS RIGHTS SHARES

No application for excess Rights Shares will be offered to the Qualifying Shareholders.

TRANSFER AND SPLITTING

If you wish to transfer all of your rights to subscribe for Rights Shares provisionally allotted to you under the PAL, you must complete and sign the Form of Transfer and Nomination (Form B) and hand the PAL to the person(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the Registration Application Form (Form C) and lodge the PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C in Form A with the Registrar so as to be received by no later than 4:00 p.m. on Thursday, 29 December 2022 (or, under bad weather and/or extreme conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance" below).

If you wish to accept only part of your provisional allotment or transfer a part of your right to subscribe for the Rights Shares provisionally allotted under the PAL or to transfer part of your rights to more than one person, the original PAL must be surrendered by no later than 4:30 p.m. on Monday, 19 December 2022 to the Registrar who will cancel the original PAL and issue new PALs in the denominations required which will be available for collection from the Registrar after 9:00 a.m. on the second Business Day after the surrender of the original PAL.

All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "**TRICOR TRUST (HONG KONG) LIMITED - A/C NO. 19**" and crossed "**Account Payee Only**". It should be noted that Hong Kong ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares. The Company is not obliged to but may, at its sole and absolute discretion, treat PAL(s) as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions in the PAL. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

CONDITIONS OF THE RIGHTS ISSUE

The Rights Issue is conditional upon the fulfilment of the condition set out under the section headed “Letter from the Board – Conditions of the Rights Issue” in the Prospectus. Accordingly, the Rights Issue may or may not proceed.

The Rights Issue is only partially underwritten. Pursuant to the Company’s constitutional documents and the Companies Act, there are no requirements for minimum levels of subscription in respect of the Rights Issue. Subject to fulfilment of the conditions of the Rights Issue, the Rights Issue will proceed regardless of the ultimate subscription level.

In the event the Rights Issue is undersubscribed, any Rights Shares not taken up by the Qualifying Shareholders or transferees of nil-paid Rights Shares or otherwise subscribed by the Underwriter or other subscribers procured by it pursuant to the Underwriting Agreement will not be issued by the Company and the size of the Rights Issue will be reduced accordingly.

The Company will make arrangements to dispose of the Unsubscribed Rights Shares by offering the Unsubscribed Rights Shares to independent placees by way of placing by the Placing Agent for the benefit of the relevant No Action Shareholders subject to the terms and conditions of the Placing Agreement. Subject to the terms and conditions set out in the Underwriting Agreement, if and to the extent that at the Latest Placing Time, there shall be any Unsubscribed Rights Shares which have not been successfully placed out by the Placing Agent under the Compensatory Arrangements, then the Underwriter shall subscribe or procure subscription (on a partially underwritten basis) pursuant to the allocations under the terms set out in the Underwriting Agreement and on the terms as set out in the Prospectus Documents.

Shareholders and potential investors are advised to exercise caution when dealing in the Shares and the nil-paid Right Shares.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriting Agreement contains provisions entitling the Underwriter to terminate the Underwriting Agreement on or prior to the Latest Time for Termination in accordance with the terms thereof on the occurrence of certain events as set out under the section headed “Termination of the Underwriting Agreement” in the Prospectus. If the Underwriting Agreement does not become unconditional or if it is terminated in accordance with the terms thereof, the Rights Issue will not proceed.

CHEQUES AND BANKER’S CASHIER ORDERS

All cheques or banker’s cashier orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of the PAL with a cheque or a banker’s cashier order, whether by a Qualifying Shareholder or by any nominated transferee(s), will constitute a warranty by the applicant that the cheque or the banker’s cashier order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any PAL in respect of which the cheque or banker’s cashier order is dishonoured on first presentation, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application for Rights Shares, and any underpaid application will be rejected. In the event of an overpaid application, a refund cheque, without interest, will be made out to you only if the overpaid amount is HK\$100 or above. No receipt will be issued in respect of any PAL and/or relevant remittance received.

CERTIFICATES FOR RIGHTS SHARES AND REFUND CHEQUES

It is expected that certificates for the Rights Shares in their fully-paid form will be despatched by ordinary post to those entitled at their own risk to their registered addresses on or before Thursday, 12 January 2023. You, except HKSCC Nominees Limited, will receive one share certificate for all the Rights Shares issued to you.

If the Underwriter exercises the right to terminate the Underwriting Agreement and/or if the condition of the Rights Issue is not fulfilled, the remittance received in respect of the acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in case of joint applicants, to the first-named person without interest, by means of cheques despatched by ordinary post at the risk of such Qualifying Shareholders or such other persons to their registered addresses on or before Thursday, 12 January 2023.

FRACTIONAL ENTITLEMENTS

No fractional entitlements to the Rights Shares will arise under the Rights Issue. All fractions of the Rights Shares shall be rounded down to the nearest whole number of Rights Shares and aggregated and, if a premium (net of expenses) can be achieved, sold in the market by the Company for its own benefit.

EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE

The Latest Time for Acceptance will not take place if there is a tropical cyclone warning signal no. 8 or above, or a “black” rainstorm warning or extreme conditions caused by super typhoons:

1. in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the date of the Latest Time for Acceptance. Instead the Latest Time for Acceptance will be extended to 5:00 p.m. on the same Business Day; or
2. in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the date of the Latest Time for Acceptance. Instead the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force in Hong Kong at any time between 9:00 a.m. and 4:00 p.m..

If the Latest Time for Acceptance does not take place in accordance with the foregoing, the dates of the events subsequent to the Latest Time for Acceptance may be affected. An announcement will be made by the Company in such event.

GENERAL

Lodgement of the PAL with, where relevant, the Form of Transfer and Nomination (Form B) purporting to have been signed by the person(s) in whose favour it 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 letters of allotment and/or certificates for Shares.

The PAL and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, Hong Kong law.

Further copies of the Prospectus giving details of the Rights Issue are available from the Registrar, Tricor Tengis Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong during normal business hours.

PERSONAL DATA COLLECTION – PAL

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Registrar, Tricor Tengis Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong or by email to is-enquiries@hk.tricorglobal.com, for the attention of Privacy Compliance Officer.

Yours faithfully,
For and on behalf of
Endurance RP Limited
Jamie Alexander Gibson
Executive Director

* For identification purposes only

Endurance RP Limited

壽康集團有限公司*

(於開曼群島註冊成立之有限公司)

(股份代號：575)

敬啟者：

緒言

茲提述壽康集團有限公司* (「本公司」) 日期為二零二二年十二月十三日有關供股之供股章程 (「供股章程」)。除文義另有所指外，供股章程所界定詞彙與本表格所用者具相同涵義。根據供股章程所載條款，董事已暫定向閣下配發供股股份，基準為於記錄日期 (即二零二二年十二月十二日 (星期一)) 每持有一(1)股以閣下名義登記於本公司股東名冊的現有股份獲發一(1)股供股股份，認購價為每股供股股份0.0785港元。閣下於記錄日期持有的股份載於表格甲內甲欄，而暫定配發予閣下的供股股份數目載於表格甲內乙欄。

就供股而刊發之文件並無根據香港以外任何司法權區之證券法登記或備案。在香港以外任何地區或司法權區亦無採取任何行動以批准提呈發售供股股份或派發就供股而刊發之任何文件。

於香港以外任何地區或司法權區接獲供股章程或暫定配額通知書之任何人士，概不得將之視為申請供股股份之要約或邀請，除非於有關地區或司法權區可在毋須遵照任何登記或其他法例或監管規定之情況下合法提出該項要約或邀請。位於香港以外之任何人士如欲為其本身申請供股股份，則有責任確保已就此遵守所有有關地區及司法權區之法例及規例，包括取得任何政府或其他同意，及就此繳納任何稅項及徵稅。本公司將不會負責核實該海外股東及／或居民於有關地區或司法權區之法律資格，因此，倘本公司因任何有關海外股東及／或居民未有遵從有關地區或司法權區之相關法例而蒙受任何損失或損害，該海外股東及／或居民須負責就此向本公司作出賠償。倘本公司全權酌情認為向任何有關海外股東及／或居民發行未繳股款之供股股份或繳足股款之供股股份不符合有關地區或司法權區之相關法例，則本公司並無義務向其發行未繳股款之供股股份或繳足股款之供股股份。

倘本公司認為接納或申請供股股份會違反任何地區或司法權區之適用證券法或其他法例或規例，則本公司保留權利將有關接納或申請當作無效。任何不合資格股東提出之供股股份申請一概不獲受理。

供股股份

供股股份一經配發及發行，將與配發及發行供股股份當日之已發行股份在各方面享有同等權利，包括收取可能於供股股份之配發及發行日期或之後所宣派、作出或派付之一切股息及分派之權利。

待未繳股款及繳足股款之供股股份獲准在聯交所上市及買賣以及符合香港結算之股份收納規定後，未繳股款及繳足股款之供股股份將獲香港結算接納為合資格證券，由供股股份各自在聯交所開始買賣日期或香港結算決定之該等其他日期起，可在中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行交易之交收須於其後第二個交易日在中央結算系統內進行。於中央結算系統進行之所有活動，均須遵照不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。股東應就該等交收安排之詳情及該等安排將如何影響彼等之權利及權益尋求彼等之股票經紀或其他專業顧問之意見。

接納及繳付股款之手續

閣下如欲全數接納暫定配額，須不遲於二零二二年十二月二十九日（星期四）下午四時正（或在惡劣天氣及／或極端情況下，下文「惡劣天氣對最後接納時限之影響」一段所述之較後時間或日期）前將暫定配額通知書整份正本連同表格甲的丙欄所示須於接納時繳付之全部股款，送交本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港夏慤道16號遠東金融中心17樓（「過戶登記分處」）。全部款項須以港元支付。支票及銀行本票須分別由香港之持牌銀行戶口開出及香港之持牌銀行發出，註明抬頭人為「**TRICOR TRUST (HONG KONG) LIMITED - A/C NO. 19**」，並劃線註明「**只准入抬頭人賬戶**」。閣下繳付股款後即表示按照暫定配額通知書與供股章程之條款，並在本公司經修訂及重列之組織章程大綱及細則之規限下接納暫定配額。本公司將不就股款另發收據。

務請注意，除非暫定配額通知書連同表格甲的丙欄所示之應繳款項不遲於二零二二年十二月二十九日（星期四）下午四時正（或在惡劣天氣及／或極端情況下，下文「惡劣天氣對最後接納時限之影響」一段所述之較後時間或日期）前由原獲配發人或任何有效承讓權利之人士按上文所述交回，否則暫定配額及暫定配額通知書項下一切權利將視為予以放棄並將予以註銷。本公司可全權酌情將暫定配額通知書視為有效，並對遞交暫定配額通知書的人士或其代表具有約束力，即使暫定配額通知書並未根據相關指示填妥。

任何人士如填妥及交回暫定配額通知書，即被視為構成對本公司作出之保證及陳述，表明已經或將會就暫定配額通知書及接納暫定配額通知書全面遵守香港以外之所有有關地區及司法權區之一切登記、法定及監管規定。為釋疑起見，香港結算及香港中央結算（代理人）有限公司概不會作出上述任何聲明或保證，亦不受上述任何聲明或保證所規限。

額外供股股份

合資格股東不會獲提呈申請額外供股股份。

轉讓及分拆

閣下如欲將暫定配額通知書項下獲暫定配發之供股股份認購權全部轉讓他人，須填妥及簽署轉讓及提名表格（表格乙），並將暫定配額通知書交予閣下欲轉讓權利之人士或經手轉讓權利之人士。承讓人則須填妥及簽署登記申請表格（表格丙），並將暫定配額通知書連同表格甲的丙欄所示須於接納時繳足之全部款項，不遲於二零二二年十二月二十九日（星期四）下午四時正（或在惡劣天氣及／或極端情況下，下文「惡劣天氣對最後接納時限之影響」一段所述之較後時間及／或日期）前交回過戶登記處。

閣下如僅接納部分暫定配額或將閣下根據暫定配額通知書獲暫定配發認購供股股份之部分權利轉讓，或向超過一名人士轉讓閣下所持之部分權利，則原有暫定配額通知書須不遲於二零二二年十二月十九日（星期一）下午四時三十分前交回過戶登記處，而過戶登記處將註銷原有暫定配額通知書及按所要求之股份數目發出新暫定配額通知書，新暫定配額通知書可於交回原有暫定配額通知書後第二個營業日上午九時正後於過戶登記處領取。

全部款項須以港元支付。支票及銀行本票須分別由香港之持牌銀行戶口開出及香港之持牌銀行發出，註明抬頭人為「**TRICOR TRUST (HONG KONG) LIMITED - A/C NO. 19**」，並劃線註明「**只准入抬頭人賬戶**」。務請注意，閣下於轉讓可認購有關供股股份之權利時須繳納香港從價印花稅。本公司毋須但可全權酌情將暫定配額通知書視為有效，並對遞交暫定配額通知書的人士或其代表具有約束力，即使暫定配額通知書並未根據其所載之相關指示填妥。本公司可要求相關申請人於稍後填妥有關尚未填妥的暫定配額通知書。

供股之條件

供股須待供股章程「董事會函件－供股之條件」一節項下所載之條件獲達成後，方可作實。因此，供股可能會或可能不會進行。

供股僅獲部分包銷。根據本公司之組織章程文件及公司法，並無規定供股的最低認購水平。待供股之條件獲達成後，不論最終認購水平如何，供股將會進行。

倘供股出現認購不足的情況，本公司將不會發行任何未被合資格股東或未繳股款供股股份的承讓人承購或以其他方式由包銷商或其根據包銷協議促成的其他認購人認購的供股股份，而供股規模將相應縮減。

在配售協議之條款及條件的規限下，本公司將作出安排以出售未獲認購供股股份，由配售代理以配售之方式通過向獨立承配人發售未獲認購供股股份，令相關不行動股東受益。在包銷協議所載條款及條件的規限下，於最後配售時限，如有任何未獲認購供股股份尚未獲配售代理根據補償安排成功配售，則包銷商須根據包銷協議所載的分配條款並按章程文件所載的條款，按部分包銷基準進行認購或促使認購。

股東及潛在投資者於買賣股份及未繳股款供股股份時務請審慎行事。

終止包銷協議

包銷協議載有條文賦予包銷商權利在供股章程「終止包銷協議」一節項下所述發生若干事件之情況下，於最後終止時限或之前根據包銷協議之條款終止包銷協議。倘包銷協議並未成為無條件或倘包銷協議根據其項下之條款被終止，則不會進行供股。

支票及銀行本票

所有支票或銀行本票均將於收訖後過戶，而該等款項所賺取之全部利息(如有)將撥歸本公司所有。合資格股東或任何獲提名承讓人填妥暫定配額通知書並連同支票或銀行本票一併交回，即構成申請人對該支票或銀行本票於首次過戶時即可兌現之保證。在不影響本公司與此有關的其他權利的情況下，本公司保留拒絕受理任何支票或銀行本票於首次過戶時未獲兌現的暫定配額通知書的權利，而在該情況下，該暫定配額及其項下一切權利將被視為已遭拒絕並將予註銷。閣下於申請供股股份時須繳付確切應付金額，而任何未繳足股款之申請將不獲受理。就多繳股款的申請而言，本公司僅會在多繳款項為100港元或以上的情況下，方會向閣下發出退款支票(不計利息)。本公司將不會就任何暫定配額通知書及／或所收到的相關繳款發出收據。

供股股份之股票及退款支票

繳足股款供股股份之股票預期將於二零二三年一月十二日(星期四)或之前以普通郵遞方式寄發予有權收取之人士之登記地址，郵誤風險概由彼等自行承擔。閣下(香港中央結算(代理人)有限公司除外)將就所有獲發行之供股股份獲發一張股票。

倘若包銷商行使權利終止包銷協議及／或供股之條件未獲達成，就接納供股股份所收取的股款將於二零二三年一月十二日(星期四)或之前以支票方式退還予合資格股東或獲有效轉讓未繳股款供股股份之其他人士(或倘為聯名申請人，則為名列首位人士)(不計利息)，支票將以普通郵遞方式寄發至該等合資格股東或其他有關人士之登記地址，郵誤風險概由彼等自行承擔。

零碎配額

供股將不會出現供股股份的零碎配額。所有零碎供股股份將向下湊整至最接近的供股股份整數，並彙集及在可獲得溢價(扣除開支後)的情況下由本公司於市場上出售，收益歸本公司所有。

惡劣天氣對最後接納時限之影響

倘於下列時間懸掛八號或以上熱帶氣旋警告信號或「黑色」暴雨警告信號或因超強颱風導致出現極端情況，則最後接納時限將不會發生：

1. 於最後接納時限日期香港當地時間中午十二時正前生效而於中午十二時正後除下，屆時最後接納時限將延至同一營業日下午五時正；或
2. 於最後接納時限日期香港當地時間中午十二時正至下午四時正期間生效，屆時最後接納時限將重訂為於香港時間上午九時正至下午四時正期間上述任何警告並無生效之下一個營業日下午四時正。

倘最後接納時限尚未根據上文所述發生，則最後接納時限後事項或會受到影響。在該情況下，本公司將作出公佈。

一般資料

一併交回暫定配額通知書及(如適用)轉讓及提名表格(表格乙)(已由獲發本暫定配額通知書之人士簽署)後，即確實證明交回上述文件之人士有權處理本暫定配額通知書，並有權收取拆細後之暫定配額通知書及/或股份之股票。

暫定配額通知書及任何接納當中所載要約之事宜須受香港法例管轄並按其詮釋。

載述供股詳情之供股章程之額外副本，於一般辦公時間內在過戶登記分處卓佳登捷時有限公司(地址為香港夏慤道16號遠東金融中心17樓)可供索取。

收集個人資料—暫定配額通知書

填妥、簽署及交回本暫定配額通知書隨附表格，即表示閣下同意向本公司、過戶登記處及/或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而接納暫定配發供股股份之人士之任何資料。《個人資料(私隱)條例》賦予證券持有人權利，可確定本公司或過戶登記處是否持有其個人資料、索取有關資料之副本及更正任何不準確資料。根據《個人資料(私隱)條例》，本公司及過戶登記處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或查閱有關政策及慣例以及持有資料種類之訊息之所有要求，應寄往過戶登記分處卓佳登捷時有限公司(地址為香港夏慤道16號遠東金融中心17樓)或發送電郵至 is-enquiries@hk.tricorglobal.com，向私隱條例事務主任提出。

此 致

列位合資格股東 台照

代表
壽康集團有限公司*
執行董事
Jamie Alexander Gibson
謹啟

二零二二年十二月十三日

* 僅供識別