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MAJOR TRANSACTION

**DISCLOSEABLE
TRANSACTION**

MAJOR TRANSACTION

DISPOSAL OF SUBSIDIARIES OWNING REGAL ORIENTAL HOTEL

THE PRELIMINARY SP AGREEMENT

On 20 March 2026 (after trading hours), the Vendor and Rich Day (wholly-owned subsidiaries of Regal REIT), the Guarantor (in its capacity as the trustee of Regal REIT) (as guarantor) and the Purchaser entered into the Preliminary SP Agreement, pursuant to which: (a) the Vendor has agreed to sell, and the Purchaser has agreed to purchase, the sole issued share of the Target Company for the Sale Share Consideration; and (b) the Vendor has agreed to assign, and the Purchaser has agreed to take up the assignment of, the Sale Loan for the Sale Loan Consideration, based on the Agreed Property Value of Regal Oriental Hotel at HK\$1,518 million, subject to the Conditions being satisfied or waived.

The Target Company is an indirect wholly-owned subsidiary of Regal REIT held through the Vendor, and wholly owns the Target Subsidiary, which in turn is the sole registered legal and beneficial owner of Regal Oriental Hotel and certain floor areas of Po Sing Court (such areas being the Excluded Property) nearby Regal Oriental Hotel. Following Completion, Regal REIT will cease to have any interest in Regal Oriental Hotel, but will retain its interest in the Excluded Property which will be transferred and assigned to another subsidiary or fellow subsidiary of the Vendor before Completion and continue to be leased to the Existing Lessee under a new tenancy agreement.

LISTING RULES IMPLICATIONS

Century City, Paliburg and Regal are all listed on the Stock Exchange. As at the date of this joint announcement, Century City holds (indirectly) approximately 62.3% of the total issued shares of Paliburg, whereas Paliburg holds (indirectly) 69.3% of the total issued shares of Regal. As at the date of this joint announcement, Regal holds (indirectly) approximately 74.9% of the total outstanding issued units of Regal REIT, while Regal Portfolio Management Limited, a wholly owned subsidiary of Regal, acts as the REIT Manager and manages Regal REIT independently.

Each of Century City, Paliburg and Regal has applied for, and the Stock Exchange has agreed to exercise its discretion under Rule 14.20 of the Listing Rules to adopt, the Alternative Size Test for the consideration ratio in respect of the Transaction.

Century City and Regal

After adopting the Alternative Size Test, as the highest applicable percentage ratio for Century City and Regal exceeds 25% and all applicable percentage ratios are less than 75%, the Transaction constitutes a major transaction for Century City and Regal under Chapter 14 of the Listing Rules and is subject to the reporting, announcement, circular and shareholders' approval requirements under the Listing Rules.

Each of Century City and Regal has obtained written shareholders' approval to approve the Preliminary SP Agreement and the Transaction pursuant to Rule 14.44 of the Listing Rules. Accordingly, no general meeting will be convened by each of Century City and Regal to approve the Preliminary SP Agreement and the Transaction.

A circular containing, among other things, further details of the Preliminary SP Agreement, the Transaction and the relevant information required to be disclosed under the Listing Rules shall be despatched to each of the Century City Shareholders and the Regal Shareholders within 15 business days after publication of this joint announcement for information purpose.

Paliburg

After adopting the Alternative Size Test, as the highest applicable percentage ratio for Paliburg exceeds 5% and all applicable percentage ratios are less than 25%, the Transaction constitutes a discloseable transaction for Paliburg under Chapter 14 of the Listing Rules and is subject to the announcement requirement under the Listing Rules.

Completion of the Transaction is conditional upon the satisfaction or, if applicable, waiver of the Conditions. Accordingly, the Transaction may or may not proceed. Holders of securities and potential investors of Century City, Paliburg and Regal are reminded to exercise caution when dealing in the securities of the relevant companies.

INTRODUCTION

On 20 March 2026 (after trading hours), the Vendor and Rich Day (wholly-owned subsidiaries of Regal REIT), the Guarantor (in its capacity as the trustee of Regal REIT) (as guarantor) and the Purchaser entered into the Preliminary SP Agreement, pursuant to which: (a) the Vendor has agreed to sell, and the Purchaser has agreed to purchase, the sole issued share of the Target Company for the Sale Share Consideration; and (b) the Vendor has agreed to assign, and the Purchaser has agreed to take up the assignment of, the Sale Loan for the Sale Loan Consideration, based on the Agreed Property Value of Regal Oriental Hotel at HK\$1,518 million, subject to the Conditions being satisfied or waived.

The Target Company is an indirect wholly-owned subsidiary of Regal REIT held through the Vendor, and wholly owns the Target Subsidiary, which in turn is the sole registered legal and beneficial owner of Regal Oriental Hotel and certain floor areas of Po Sing Court (such areas being Excluded Property) nearby Regal Oriental Hotel. Following Completion, Regal REIT will cease to have any interest in Regal Oriental Hotel, but will retain its interest in the Excluded Property which will be transferred and assigned to another subsidiary or fellow subsidiary of the Vendor before Completion and continue to be leased to the Existing Lessee under a new tenancy agreement.

THE PRELIMINARY SP AGREEMENT

The principal terms of the Preliminary SP Agreement are set out as follows:

Date	20 March 2026
Parties	(1) R-REIT Asset Holdings (Oriental) Limited (as vendor) (2) Rich Day Investments Limited (3) Blue Sky Properties Limited (as purchaser) (4) DB Trustees (Hong Kong) Limited (in its capacity as the trustee of Regal REIT) (as guarantor)
Subject matter	<p>The Transaction comprises (a) the sale of the Sale Share (representing the only issued share of the Target Company, which wholly owns the Target Subsidiary, which in turn is the sole registered legal and beneficial owner of Regal Oriental Hotel), by the Vendor to the Purchaser at the Sale Share Consideration (the “Share Sale”); and (b) the assignment of the benefit of the Sale Loan from the Vendor to the Purchaser at the Sale Loan Consideration (the “Loan Assignment”).</p> <p>For further information on the Target Group and Regal Oriental Hotel, please refer to the section headed “INFORMATION ON THE TARGET GROUP AND REGAL ORIENTAL HOTEL” below.</p>
Total Consideration	<p>The total consideration for the Share Sale and the Loan Assignment (the “Total Consideration”) shall be the sum of: (a) the Sale Share Consideration (as adjusted by the True-up Amount) and (b) the Sale Loan Consideration.</p>

According to the announcement of Regal REIT dated 22 March 2026 in respect of, inter alia, the Transaction, for illustrative purposes, based on the unaudited consolidated statement of financial position of the Target Group as at 31 December 2025, the Total Consideration was approximately HK\$765.0 million.

The Total Consideration was determined after arm’s length negotiations between the Vendor and the Purchaser.

Sale Share
Consideration

The consideration payable for the Sale Share (the “**Sale Share Consideration**”) shall equal to (a) the Target Group Fair Value minus (b) an agreed amount of HK\$129 million (the “**Agreed Discount**”).

Target Group Fair Value means an amount equal to:

- (a) the total consolidated assets of the Target Group which (apart from the value of Regal Oriental Hotel) are readily convertible into cash or cash equivalents, including: (i) deposits and/or prepayments for utilities, Government rent, rates and other outgoings (if any) in respect of Regal Oriental Hotel; (ii) cash; (iii) the value of Regal Oriental Hotel being the Appraised Value; and (iv) any unamortised payment of insurance premium (unless the Vendor is notified that the Purchaser will take out its own insurance policy);

minus

- (b) the total consolidated liabilities including provisions of the Target Group, including any and all the liabilities in respect of the loan owing from the Target Company to the Vendor (“**Sale Loan**”), the loan owing from the Target Subsidiary to Rich Day (“**Rich Day Loan**”) and all accounts payable, other payables and accruals,

with adjustments to:

- (A) exclude the value of the Excluded Property (being HK\$120 million) and any and all assets and liabilities in relation thereto;
- (B) exclude gross deferred tax assets (if any) and gross deferred tax liabilities (if any) of the Target Group;
- (C) exclude any costs and expenses incurred by the Target Group relating to the conversion of Regal Oriental Hotel for operation as a student hostel (details of which are set out in the paragraph of “Student hostel conversion” under the section headed “THE PRELIMINARY SP AGREEMENT”),

as at Completion as determined by reference to Pro Forma Completion Accounts and subject to adjustment for the True-up Amount. The Pro Forma Completion Accounts shall be delivered no later than five Business Days before the Completion Date and agreed between the Purchaser and the Vendor at least three Business Days before the Completion Date.

The Agreed Discount (being HK\$129 million) represents the difference between: (i) the Appraised Value of Regal Oriental Hotel as at 31 December 2025 (being HK\$1,647 million); and (ii) the value which the Vendor and the Purchaser agreed to be attributed to Regal Oriental Hotel (being HK\$1,518 million) (the “**Agreed**

Property Value”) based on arm’s length negotiations.

Sale Loan Consideration	The consideration payable for the Loan Assignment (the “ Sale Loan Consideration ”) shall equal to the total amount of Sale Loan as at Completion to be assigned by the Vendor to the Purchaser on a dollar-for-dollar basis.
Payment of Total Consideration	<p>The Total Consideration shall be settled and paid in the following manner:</p> <ul style="list-style-type: none">(a) an initial deposit in the sum of HK\$50,000,000 (the “Initial Deposit”) was paid by the Purchaser to the Vendor’s solicitors as stakeholders on the date of the Preliminary SP Agreement;(b) a further deposit in the sum of HK\$101,800,000 (which, together with the Initial Deposit, shall represent 10% of the Agreed Property Value and collectively referred to as the “Deposit”) shall be paid by the Purchaser to the Vendor’s solicitors as stakeholders on or before the earlier of (i) 2 April 2026 or (ii) upon execution of the Formal Agreement;(c) an amount equal to the balance of the Total Consideration (before adjustment for the True-up Amount) after deducting the Deposit paid (the “Completion Payment”) shall be paid by the Purchaser to the Existing Lender Agent and/or the Vendor or the Vendor’s solicitors at Completion; and(d) an amount representing the difference between the Target Group Fair Value (as determined by reference to the Completion Accounts) and the Target Group Fair Value (as determined by reference to the Pro Forma Completion Accounts) (the “True-up Amount”) shall be paid by the Purchaser or repaid by the Vendor (as the case may be) within five Business Days after the agreement or determination of the Completion Accounts.
Completion Accounts	Within 40 Business Days after the Completion Date, the Vendor shall procure that the consolidated financial statements of the Target Group presenting the financial position of the Target Group as at Completion be prepared, audited by the Auditors, and delivered to the Purchaser for review (“ Audited Completion Accounts ”). If neither the Purchaser nor the Vendor notifies the Auditors of any issue with the Audited Completion Accounts, the Audited Completion Accounts shall constitute the Completion Accounts. Conversely, if any party disagrees with the Audited Completion Accounts, it may, within 10 Business Days of the delivery of such accounts, request the Auditors to review, and the Auditors shall within 15 Business Days thereafter determine the Completion Accounts.
Repayment of Rich Day Loan	As a Completion obligation, the Purchaser shall pay directly to the Existing Lender Agent a sum equal to the amount outstanding under the Rich Day Loan as at the Completion Date as full repayment of the Rich Day Loan by the Target Subsidiary to Rich Day.

For illustrative purposes, the outstanding amount of the Rich Day Loan as at 31 December 2025 was approximately HK\$753.0 million.

Conditions precedent

Completion is conditional upon the following conditions (the “**Conditions**”) being satisfied (or waived by the Purchaser, save for Condition (g) below which cannot be waived) on the Completion Date:

- (a) the Target Subsidiary being able to show and give good title to Regal Oriental Hotel in accordance with the Conveyancing and Property Ordinance (Cap. 219 of the Laws of Hong Kong);
- (b) the Purchaser having undertaken a due diligence review of each member of the Target Group and having not discovered any breach of warranties or indemnity claim(s) which may result in claim(s) amounting in aggregate of more than or equal to HK\$60,720,000;
- (c) the fundamental warranties remaining true, accurate and not misleading in all respects before and on the Completion Date, and all other warranties remaining true, accurate and not misleading in all material respects before and on the Completion Date such that there being no claim(s) amounting in aggregate of more than or equal to HK\$60,720,000;
- (d) the Hotel Licence remaining to be held by the Target Subsidiary and valid, effective and subsisting up to and on the Completion Date, and none of the Vendor or any member of the Target Group having received any notice suggesting its revocation;
- (e) the Excluded Property having been transferred and assigned by the Target Subsidiary to another subsidiary or fellow subsidiary of the Vendor with consideration at no less than its market value having been fully settled;
- (f) no major part (representing 10% or more of the total gross floor area) of Regal Oriental Hotel having been destroyed by natural disaster, fire, explosion or other calamity or having been, for any reason, condemned, closed or declared dangerous by any government authority, damaged or subject to demolition order(s) or closure order(s) issued under the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) or the Demolished Buildings (Re-development of Sites) Ordinance (Cap.337 of the Laws of Hong Kong); and
- (g) approval having been obtained for the Preliminary SP Agreement and the transaction contemplated thereunder from the shareholders of Century City and Regal in accordance with the Listing Rules.

The Vendor shall use all reasonable endeavours to procure the satisfaction of Conditions (a), (c) to (g), and obtain the Bank Consent, in each case, on or before the Completion Date.

Completion	<p>Completion will take place at the office of the Vendor’s solicitors firm in Hong Kong (or at such other place as the Vendor and the Purchaser may agree in writing) on the Completion Date, which is expected to be 30 April 2026 (or such other date as the Vendor and the Purchaser may agree in writing).</p> <p>At Completion, Regal Oriental Hotel will be delivered to the Purchaser on an “as is” basis with vacant possession.</p>
Excluded Property	<p>As soon as reasonably practicable following the execution of the Preliminary SP Agreement and before the Completion Date, the Vendor shall procure that the Excluded Property be transferred and assigned by the Target Subsidiary to another subsidiary or fellow subsidiary of the Vendor at consideration no less than the market value of the Excluded Property (the “Internal Reorganisation”). The Vendor has undertaken to indemnify the Purchaser in respect of any and all losses which may be incurred arising out of or in connection with the Excluded Property, including any obligation or liability of the Target Company or Target Subsidiary relating thereto and the Internal Reorganisation.</p>
Formal Agreement	<p>The Vendor and the Purchaser shall negotiate in good faith and use all reasonable endeavours to agree and enter into a formal agreement for sale and purchase (the “Formal Agreement”) on or before the Completion Date, which shall reflect the principal terms contained in the Preliminary SP Agreement and incorporate such other terms as may be agreed between the parties to the Preliminary SP Agreement which are customary to transactions similar to the one contemplated in the Preliminary SP Agreement.</p> <p>In the event that the Vendor and the Purchaser fail to reach agreement on the terms of the Formal Agreement on or before the Completion Date or in the event it is mutually agreed that there is no need to enter into the Formal Agreement on or before the Completion Date, the Preliminary SP Agreement shall remain in full force and effect.</p>
Right of first refusal	<p>The Purchaser has granted to the Vendor a right of first refusal with respect to all or part of the issued shares of the Target Company or the Target Subsidiary, or Regal Oriental Hotel (the “ROFR Interests”) for a period of two years following the Completion Date. If the Purchaser, the Target Company or the Target Subsidiary receives an offer from any third party purchaser to purchase the ROFR Interests, the Purchaser shall first offer the same to the Vendor at such price and on such terms as offered by the third party purchaser. The Vendor may elect, by notice in writing within ten Business Days, to purchase or enter into the definitive agreement to purchase all such ROFR Interests.</p>

Representations, warranties, undertakings, covenant and indemnities	The Preliminary SP Agreement contains certain customary representations, warranties and undertakings in respect of, among other things, the Vendor, the Target Company, the Sale Share, the Sale Loan and Regal Oriental Hotel, as well as customary indemnities (including tax indemnity) and tax covenant, all of which are given by the Vendor and are customary terms for transactions of this nature and scale.
Guarantee by the Guarantor	The Guarantor has agreed to guarantee, in its capacity as trustee of Regal REIT, the performance of the Vendor's and Rich Day's obligations, and to pay, on demand, any sum which the Vendor and/or Rich Day fail(s) to pay to the Purchaser, in accordance with the Preliminary SP Agreement, the Formal Agreement and such other documents referred to therein, subject to recourse in respect of any claim against the Guarantor being limited to and be satisfied out of the Deposited Property.
Limitation of liabilities	<p>The maximum aggregate liability of the Vendor, Rich Day and the Guarantor in respect of all claims made by the Purchaser pursuant to the Preliminary SP Agreement shall not exceed an amount equal to the Agreed Property Value. In addition, the Vendor, Rich Day and the Guarantor shall only be liable in respect of any individual claim under the warranties if the amount finally adjudicated or agreed as payable in respect of such claim exceeds HK\$100,000, in which case the Vendor, Rich Day and the Guarantor shall be liable for the whole amount.</p> <p>No claim shall be brought by the Purchaser under the warranties unless the relevant notice of the claim is given not later than: (i) the seventh anniversary of the Completion Date, in respect of any claim arising from a matter relating to taxation; or (ii) the last day of the period of 30 months following the Completion Date, in respect of any claim relating to a matter other than taxation.</p> <p>Neither the Vendor nor the Guarantor shall be under any liability under the tax indemnity to the extent that specific provision has been made for such taxation in the Completion Accounts, or that such claim arises as a result of any retrospective change in the law or practice coming into force after the Completion Date.</p> <p>The liability caps and limitation periods were agreed between the Vendor and the Purchaser through arm's length negotiation.</p>
Student hostel conversion	As soon as reasonably practicable following the execution of the Preliminary SP Agreement, the Target Subsidiary shall authorise the Purchaser (in the name and on behalf of the Target Subsidiary) to take actions to prepare and submit applications to relevant government authorities in connection with the proposed conversion of Regal Oriental Hotel for operation as a student hostel. All costs and expenses for such applications and assistance shall be solely borne by the Purchaser, and the Purchaser shall indemnify the Vendor against all losses in connection with the provision of such assistance.

Termination

The Preliminary SP Agreement may be terminated if:

- (a) any of the Conditions has not been satisfied or waived on or before the Completion Date (or such other date as postponed in accordance with the Preliminary SP Agreement);
- (b) the Bank Consent is not obtained on or before the Completion Date (or such other date as postponed in accordance with the Preliminary SP Agreement);
- (c) the sale contemplated under the Preliminary SP Agreement is annulled by the Vendor in accordance with the terms of the Preliminary SP Agreement;
- (d) either the Vendor or the Purchaser fails to comply with the Completion obligations on the Completion Date (or such other date as postponed in accordance with the Preliminary SP Agreement); or
- (e) the Purchaser has identified any warranty to be untrue, inaccurate, incomplete or misleading, or any claims against the indemnities under the Preliminary SP Agreement, which may result in claims amounting in aggregate of more than or equal to HK\$60,720,000.

If the Preliminary SP Agreement is terminated, then the Vendor shall immediately upon demand by the Purchaser return the Deposit without any interest, compensation or cost, unless where any party breaches any of the Completion obligations in which case: (a) (if the Vendor is the breaching party) the Purchaser is entitled to demand the return of the Deposit and claim against the Vendor for all loss, damages, costs and expenses incurred by the Purchaser as a result; or (b) (if the Purchaser is the breaching party) the Vendor is entitled to forfeit the Deposit as liquidated damages and claim against the Purchaser for all loss, damages, costs and expenses incurred by the Vendor as a result.

INFORMATION ON THE TARGET GROUP AND REGAL ORIENTAL HOTEL

The Target Company (Chasehill Limited) is a company incorporated in the BVI and an indirect wholly-owned subsidiary of Regal REIT. It is principally engaged in investment holding and directly holds the Target Subsidiary (Gala Hotels Limited), which is the sole registered legal and beneficial owner of Regal Oriental Hotel and holds the Hotel Licence. The Target Subsidiary is also the sole registered legal and beneficial owner of the Excluded Property, which is not subject to the Transaction and will be carved out from the Target Subsidiary prior to Completion and continue to be leased to the Existing Lessee under a new tenancy agreement. Immediately after Completion, the Target Company and the Target Subsidiary will cease to be subsidiaries of Century City, Paliburg and Regal, and the financial results of the Target Group will no longer be consolidated into the consolidated financial statements of Century City, Paliburg and Regal.

Regal Oriental Hotel (富豪東方酒店) comprises a 17-storey hotel (including two basement floors) located at 30-38 Sa Po Road in Kowloon City, Hong Kong, which is currently leased to and operated by the Existing Lessee.

The Appraised Value of Regal Oriental Hotel as assessed by the Independent Valuer (being the principal valuer of Regal REIT) as at 31 December 2025 was HK\$1,647 million.

The table below sets out certain key particulars of Regal Oriental Hotel as at 31 December 2025:

Address	30-38 Sa Po Road, Kowloon City, Kowloon, Hong Kong
Description	A 17-storey High Tariff B hotel (including two basement floors) completed in 1982 and currently has 494 guestrooms and suites (room sizes ranging from 12 sq. m. to 105 sq. m).
Site Area	1,797 sq.m.
Gross Floor Area	Approximately 21,281 sq.m.
Government lease expiry	30 June 2047
Hotel lease	Regal Oriental Hotel is subject to a lease agreement dated 16 March 2007 entered into between the Target Subsidiary as lessor and the Existing Lessee as lessee (as supplemented and/or amended from time to time) for a term expiring on 31 December 2030, which may be early terminated by the lessor without liability, compensation, interest or costs at any time by giving six months' prior written notice to the lessee. Such lease agreement is expected to be terminated without fault prior to the Completion Date.
Gross rental for the year ended 31 December 2025	HK\$37 million

INFORMATION ON THE PARTIES TO THE TRANSACTION

The **Century City Group** is principally engaged in property development and investment, construction and building related businesses, hotel ownership, hotel operation and management, asset management, aircraft ownership and leasing, and other investments including financial assets investments.

The **Paliburg Group** is principally engaged in property development and investment, construction and building related businesses, hotel ownership, hotel operation and management, asset management, aircraft ownership and leasing, and other investments including financial assets investments.

The **Regal Group** is principally engaged in hotel ownership business undertaken through Regal REIT, hotel operation and management businesses, asset management of Regal REIT, property development and investment, aircraft ownership and leasing, and other investments including financial assets investments.

Regal REIT is a collective investment scheme authorised by the SFC and listed on the Main Board of the Stock Exchange. Regal REIT is a real estate investment trust with DB Trustees (Hong Kong)

Limited as its trustee. It invests primarily in real estate that wholly or primarily comprises hotels, other hospitality related properties or commercial properties and uses the income arising from such properties to provide stable returns to the unitholders of Regal REIT. As at the date of this joint announcement, Regal REIT owns a total of nine properties, including Regal Oriental Hotel, which are located across different districts in Hong Kong.

The **Vendor** (R-REIT Asset Holdings (Oriental) Limited) is a company incorporated in the BVI and a wholly-owned subsidiary of Regal REIT. It is principally engaged in investment holding.

Rich Day (Rich Day Investments Limited) is a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of Regal REIT. It is principally engaged in providing financing service to the Regal REIT Group.

The **Guarantor** is DB Trustees (Hong Kong) Limited in its capacity as the trustee for and on behalf of Regal REIT (with recourse limited to the Deposited Property). DB Trustees (Hong Kong) Limited is a company incorporated in Hong Kong with limited liability and registered as a trust company under section 77 of the Trustee Ordinance (Cap. 29 of the Laws of Hong Kong). It is licensed by the SFC to conduct type 13 (providing depositary services for relevant collective investment schemes) regulated activity under the SFO. It has the fiduciary duty to hold assets of Regal REIT in trust for the benefits of the unitholders of Regal REIT, and to oversee the activities of the REIT Manager for compliance with the relevant constitutive documents of, and relevant regulatory requirements applicable to, Regal REIT. The Guarantor is a wholly-owned subsidiary of Deutsche Bank AG.

The **Purchaser** (Blue Sky Properties Limited) is a company incorporated in Hong Kong with limited liability. To the best of the knowledge, information, and belief of the Century City Directors, the Paliburg Directors and the Regal Directors, having made all reasonable enquiries, as at the date of this joint announcement: (a) the Purchaser is principally engaged in property investment and strategic acquisitions, and is indirectly wholly-owned by Centaline Strategic Investments Limited (“**Centaline**”); and (b) the Purchaser and Centaline are third parties fully independent of Century City, Paliburg and Regal, and their respective connected persons.

FINANCIAL INFORMATION OF THE TARGET GROUP

Set out below is the unaudited consolidated financial information of the Target Group for the two financial years ended 31 December 2024 and 31 December 2025:

	For the year ended 31 December 2024 (HK\$'000)	For the year ended 31 December 2025 (HK\$'000)
Total revenue	37,000	37,000
Loss before taxation	(16,465)	(57,213)
Loss after taxation	(13,985)	(56,681)

Based on the unaudited consolidated financial information of the Target Group for the financial year ended 31 December 2025, the net asset value of the Target Group as at 31 December 2025 was HK\$709,535,572.

The above financial information of the Target Group is based on the announcement of Regal REIT dated 22 March 2026 in respect of, inter alia, the Transaction, and before consolidation adjustments at each of the Century City Group level, the Paliburg Group level and the Regal Group level.

USE OF PROCEEDS FROM THE TRANSACTION

It is estimated that the Regal REIT Group will receive gross proceeds (before expenses) of approximately HK\$1,518 million and net proceeds (after expenses which are estimated at approximately HK\$22 million, out of which approximately HK\$7.59 million is divestment fee payable to the REIT Manager pursuant to the Trust Deed) of approximately HK\$1,496 million from the Transaction (i.e. the Share Sale, the Loan Assignment and the repayment of the Rich Day Loan), which is intended to be used as partial repayment of the Existing Facilities and, subject to lenders' approval, to finance asset enhancement initiatives and for general working capital purposes of the Regal REIT Group.

FINANCIAL IMPACT OF THE TRANSACTION

It is estimated that the Regal Group would record an accounting gain before tax and non-controlling interests of approximately HK\$0.8 billion from the Transaction upon Completion, which was calculated based on (i) the Agreed Property Value and (ii) the carrying value of Regal Oriental Hotel and the relevant deferred tax liabilities at the Regal Group level as at 31 December 2025. The actual gain on disposal is subject to audit and, accordingly, may be different from the abovementioned amount.

It is estimated that each of the Paliburg Group and Century City Group would record an accounting gain before tax and non-controlling interests of approximately HK\$0.6 billion from the Transaction upon Completion, which was calculated based on (i) the Agreed Property Value and (ii) the carrying value of Regal Oriental Hotel and the relevant deferred tax liabilities at each of the Paliburg Group level and the Century City Group level as at 31 December 2025. The actual gain on disposal is subject to audit and, accordingly, may be different from the abovementioned amount.

REASONS FOR AND BENEFITS OF THE TRANSACTION

The terms of the Preliminary SP Agreement were determined after a competitive process and arm's length negotiations and are on normal commercial terms. Each of the Century City Directors, the Paliburg Directors and the Regal Directors considers that the terms of the Transaction are on normal commercial terms and fair and reasonable and in the interests of Century City, Paliburg and Regal and their respective shareholders as a whole. The Century City Directors, the Paliburg Directors, and the Regal Directors concur with the following views of the REIT Manager:

Unlocking the book value of Regal Oriental Hotel

The Transaction represents a compelling and valuable opportunity for Regal REIT to unlock and realise value from a mature property. It aligns with the REIT Manager's strategic objective of delivering long-

term and stable returns through disciplined capital management, assets recycling and selective reinvestment. Although the price which the Transaction parties have agreed to attribute to Regal Oriental Hotel (being the Agreed Property Value) reflects a single-digit discount to the Appraised Value, the value realised through the Transaction is expected to be significantly higher compared to Regal REIT's recent price-to-book ratio.

Strengthening of balance sheet, liquidity and financial flexibility

The Transaction will generate significant net proceeds for Regal REIT the majority of which will be applied towards reducing existing indebtedness, with the rest to be utilised, subject to lenders' approval, for supporting asset enhancement initiatives and replenishing working capital of Regal REIT. Upon Completion, Regal REIT's gearing ratio is expected to improve from approximately 42.8% to approximately 40.7%, thereby enhancing its financial resilience and mitigating refinancing risk in the current interest rate environment.

LISTING RULES IMPLICATIONS

Century City, Paliburg and Regal are all listed on the Stock Exchange. As at the date of this joint announcement, Century City holds (indirectly) approximately 62.3% of the total issued shares of Paliburg, whereas Paliburg holds (indirectly) 69.3% of the total issued shares of Regal. Regal holds (indirectly) approximately 74.9% of the total outstanding issued units of Regal REIT.

Each of Century City, Paliburg and Regal has applied for, and the Stock Exchange has agreed to exercise its discretion under Rule 14.20 of the Listing Rules to adopt, an alternative size test for the consideration ratio (the "**Alternative Size Test**") in respect of the Transaction.

Century City

After adopting the Alternative Size Test, as the highest applicable percentage ratio for Century City exceeds 25% and all applicable percentage ratios are less than 75%, the Transaction constitutes a major transaction for Century City under Chapter 14 of the Listing Rules and is subject to the reporting, announcement, circular and shareholders' approval requirements under the Listing Rules.

Pursuant to Rule 14.44 of the Listing Rules, shareholders' approval may be obtained by written shareholders' approval in lieu of convening a general meeting if (a) no shareholder is required to abstain from voting if Century City were to convene a general meeting for the approval of the Preliminary SP Agreement and the Transaction; and (b) the written approval has been obtained from a closely allied group of shareholders who together hold more than 50% of the issued share capital of Century City having the right to attend and vote at the general meeting to approve the Preliminary SP Agreement and the Transaction.

To the best of the Century City Directors' knowledge, information and belief, having made all reasonable enquiries, no Century City Shareholder or its/his/her associate(s) has a material interest in the Preliminary SP Agreement and the Transaction. Accordingly, no Century City Shareholder is required to abstain from voting if Century City were to convene a general meeting for approving the Preliminary SP Agreement and the Transaction.

Grand Modern Investments Limited, which owns approximately 52.7% of the issued share capital of Century City as at the date of this joint announcement, has provided written shareholder's approval to approve the Preliminary SP Agreement and the Transaction pursuant to Rule 14.44 of the Listing Rules. Accordingly, no general meeting will be convened by Century City to approve the Preliminary SP Agreement and the Transaction.

Pursuant to Rule 14.41(a) of the Listing Rules, a circular containing, among other things, further details of the Preliminary SP Agreement, the Transaction and the relevant information required to be disclosed under the Listing Rules shall be despatched to the Century City Shareholders within 15 business days after publication of this joint announcement for information purpose.

Paliburg

After adopting the Alternative Size Test, as the highest applicable percentage ratio for Paliburg exceeds 5% and all applicable percentage ratios are less than 25%, the Transaction constitutes a discloseable transaction for Paliburg under Chapter 14 of the Listing Rules and is subject to the announcement requirement under the Listing Rules.

Regal

After adopting the Alternative Size Test, as the highest applicable percentage ratio for Regal exceeds 25% and all applicable percentage ratios are less than 75%, the Transaction constitutes a major transaction for Regal under Chapter 14 of the Listing Rules and is subject to the reporting, announcement, circular and shareholders' approval requirements under the Listing Rules.

Pursuant to Rule 14.44 of the Listing Rules, shareholders' approval may be obtained by written shareholders' approval in lieu of convening a general meeting if (a) no shareholder is required to abstain from voting if Regal were to convene a general meeting for the approval of the Preliminary SP Agreement and the Transaction; and (b) the written approval has been obtained from a closely allied group of shareholders who together hold more than 50% of the issued share capital of Regal having the right to attend and vote at the general meeting to approve the Preliminary SP Agreement and the Transaction.

To the best of the Regal Directors' knowledge, information and belief, having made all reasonable enquiries, no Regal Shareholder or its/his/her associate(s) has a material interest in the Preliminary SP Agreement and the Transaction. Accordingly, no Regal Shareholder is required to abstain from voting if Regal were to convene a general meeting for approving the Preliminary SP Agreement and the Transaction.

A closely allied group of the Regal Shareholders in aggregate holding approximately 53.7 % of the issued share capital of Regal as at the date of this joint announcement have provided written shareholders' approval to approve the Preliminary SP Agreement and the Transaction pursuant to Rule 14.44 of the Listing Rules. The closely allied group of the Regal Shareholders (which are all wholly-owned subsidiaries of Paliburg) comprises (i) Guo Yui Investments Limited, which owns approximately 30.2% of the issued share capital of Regal; (ii) Taylor Investments Ltd., which owns approximately 17.1% of the issued share capital of Regal; and (iii) Glaser Holdings Limited, which owns approximately 6.4% of the issued share capital of Regal. Accordingly, no general meeting will

be convened by Regal to approve the Preliminary SP Agreement and the Transaction.

Pursuant to Rule 14.41(a) of the Listing Rules, a circular containing, among other things, further details of the Preliminary SP Agreement, the Transaction and the relevant information required to be disclosed under the Listing Rules shall be despatched to the Regal Shareholders within 15 business days after publication of this joint announcement for information purpose.

Completion of the Transaction is conditional upon the satisfaction or, if applicable, waiver of the Conditions. Accordingly, the Transaction may or may not proceed. Holders of securities and potential investors of Century City, Paliburg and Regal are reminded to exercise caution when dealing in the securities of the relevant companies.

DEFINITIONS

In this joint announcement, unless the context requires otherwise, the following expressions shall have the following meanings:

“Agreed Discount”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Agreed Property Value”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Alternative Size Test”	has the meaning as defined in the section headed “LISTING RULES IMPLICATIONS”
“Appraised Value”	HK\$1,647 million, being the value of Regal Oriental Hotel as at 31 December 2025 as appraised by the Independent Valuer
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Audited Completion Accounts”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Auditors”	Ernst & Young
“Bank Consent”	the consent of the Existing Lender Agent and other lenders under the Existing Facilities for the Transaction to proceed
“Business Days”	a day other than a Saturday, Sunday or public holiday on which banks generally are open in Hong Kong for the transaction of general banking business
“BVI”	the British Virgin Islands
“Centaline”	has the meaning as defined in the section headed “INFORMATION ON THE PARTIES TO THE TRANSACTION”

“Century City”	Century City International Holdings Limited, a company incorporated in Bermuda, the issued ordinary shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 355)
“Century City Directors”	directors of Century City
“Century City Group”	Century City and its subsidiaries
“Century City Share(s)”	ordinary share(s) of par value of HK\$0.1 each in the capital of Century City
“Century City Shareholder(s)”	holder(s) of Century City Share(s)
“Completion”	completion of the Transaction
“Completion Accounts”	the audited consolidated financial statements of the Target Group presenting the financial position of the Target Group as at Completion (but, for the avoidance of doubt, before repayment of the Rich Day Loan), as prepared, audited and determined or agreed in accordance with the Preliminary SP Agreement
“Completion Date”	30 April 2026 or such other date as the Vendor and the Purchaser may agree in writing on which Completion takes place
“Completion Payment”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Conditions”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Deposit”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Deposited Property”	all the assets of Regal REIT
“Excluded Property”	the property which is described as all those 41 equal and undivided 180th parts or shares of and in all that piece or parcel of ground registered in the Land Registry as NEW KOWLOON INLAND LOT NO. 4917 and of and in the messuages erections and buildings erected thereon known as PO SING COURT (comprising Shops Nos. 3 to 11 on the Ground Floor and the whole of the First Floor), which is owned by the Target Subsidiary

“Existing Facilities”	certain general banking facilities granted by the Existing Lender Agent and other lenders to Bauhinia Hotels Limited (a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of Regal REIT) and Rich Day from time to time
“Existing Lender Agent”	the bank that acts as agent and security trustee for the lenders under the Existing Facilities
“Existing Lessee”	Favour Link International Limited, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of Regal
“Formal Agreement”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Guarantor”	DB Trustees (Hong Kong) Limited, in its capacity as trustee for and on behalf of Regal REIT
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Hotel Licence”	the hotel licence no. H/5278 in respect of Regal Oriental Hotel granted by the Hotel and Guesthouse Accommodation Authority in favour of the Target Subsidiary dated 13 July 2024
“Independent Valuer”	Knight Frank Petty Limited, an independent property valuer and the principal valuer of Regal REIT
“Initial Deposit”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Internal Reorganisation”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Assignment”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Paliburg”	Paliburg Holdings Limited, a company incorporated in Bermuda, the issued ordinary shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 617)
“Paliburg Directors”	directors of Paliburg
“Paliburg Group”	Paliburg and its subsidiaries

“percentage ratios”	the percentage ratios calculated based on the requirements under Rule 14.07 of the Listing Rules
“Preliminary SP Agreement”	the preliminary agreement relating to the Transaction dated 20 March 2026 and entered into between the Vendor, Rich Day, the Purchaser and the Guarantor
“Pro Forma Completion Accounts”	the pro forma consolidated financial statements of the Target Group presenting the financial position of the Target Group as at Completion (but, for the avoidance of doubt, before repayment of the Rich Day Loan), as prepared and agreed in accordance with the Preliminary SP Agreement
“Purchaser”	Blue Sky Properties Limited, a company incorporated under the laws of Hong Kong with limited liability
“Regal”	Regal Hotels International Holdings Limited, a company incorporated in Bermuda, the issued ordinary shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 78)
“Regal Directors”	directors of Regal
“Regal Group”	Regal and its subsidiaries
“Regal Oriental Hotel”	the property which is described as all that piece or parcel of ground registered in the Land Registry as NEW KOWLOON INLAND LOT NO.5754 together with the messuages erections and buildings thereon now known as REGAL ORIENTAL HOTEL and together with all subsisting rights and rights of way
“Regal Share(s)”	ordinary share(s) of par value of HK\$0.1 each in the capital of Regal
“Regal Shareholder(s)”	holder(s) of Regal Share(s)
“Regal REIT”	Regal Real Estate Investment Trust, a collective investment scheme constituted as a unit trust and authorised under section 104 of the SFO (Stock Code: 1881)
“Regal REIT Group”	Regal REIT and its subsidiaries
“REIT Manager”	Regal Portfolio Management Limited, in its capacity as the manager of Regal REIT, an indirect wholly-owned subsidiary of Regal
“Rich Day”	Rich Day Investments Limited, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of Regal REIT

“Rich Day Loan”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“ROFR Interests”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Sale Loan”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Sale Loan Consideration”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Sale Share”	one (1) issued ordinary share in the capital of the Target Company, being the only issued share of the Target Company
“Sale Share Consideration”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“SFC”	the Securities and Futures Commission of Hong Kong
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented and/or otherwise modified from time to time
“Share Sale”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“sq. m.”	square metres
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	Chasehill Limited, a company incorporated in the BVI and an indirect wholly-owned subsidiary of Regal REIT (through the Vendor)
“Target Group”	collectively, the Target Company and the Target Subsidiary
“Target Group Fair Value”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Target Subsidiary”	Gala Hotels Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of Regal REIT (through the Vendor and the Target Company)
“Total Consideration”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”

“Transaction”	the Share Sale and the Loan Assignment pursuant to the Preliminary SP Agreement
“True-up Amount”	has the meaning as defined in the section headed “THE PRELIMINARY SP AGREEMENT”
“Trust Deed”	the trust deed constituting Regal REIT dated 11 December 2006 (as amended and restated by a second amending and restating deed dated 31 January 2024), entered into between the Guarantor and the REIT Manager, as amended, supplemented and/or otherwise modified from time to time
“Vendor”	R-REIT Asset Holdings (Oriental) Limited, a company incorporated in the BVI and a wholly-owned subsidiary of Regal REIT
“%”	per cent or percentage

By order of the board of directors of
Century City International Holdings Limited
Eliza Lam Sau Fun
Secretary

By order of the board of directors of
Paliburg Holdings Limited
Eliza Lam Sau Fun
Secretary

By order of the board of directors of
Regal Hotels International Holdings Limited
Eliza Lam Sau Fun
Secretary

Hong Kong, 22 March 2026

As at the date of this joint announcement, the board of directors of Century City comprises the following members:

Executive directors:

Mr. LO Yuk Sui
(Chairman and Chief Executive Officer)
Mr. Jimmy LO Chun To *(Vice Chairman)*
Ms. LO Po Man *(Vice Chairman)*
Mr. Kenneth NG Kwai Kai
(Chief Operating Officer)
Mr. Kelvin LEUNG So Po

Independent non-executive directors:

Mr. Anthony CHUANG
Ms. Winnie NG, JP
Mr. WONG Chi Keung

As at the date of this joint announcement, the board of directors of Paliburg comprises the following members:

Executive directors:

Mr. LO Yuk Sui
(Chairman and Chief Executive Officer)
Mr. Jimmy LO Chun To
(Vice Chairman and Managing Director)
Mr. Kelvin LEUNG So Po
Ms. LO Po Man
Mr. Kenneth NG Kwai Kai
Mr. Kenneth WONG Po Man

Independent non-executive directors:

Mr. Bowen Joseph LEUNG Po Wing, GBS, JP
Ms. Winnie NG, JP
Mr. Abraham SHEK Lai Him, GBS, JP
Mr. WONG Chi Keung

As at the date of this joint announcement, the board of directors of Regal comprises the following members:

Executive directors:

Mr. LO Yuk Sui
(Chairman and Chief Executive Officer)
Ms. LO Po Man
(Vice Chairman and Managing Director)
Mr. Kelvin LEUNG So Po
Mr. Jimmy LO Chun To
Mr. Kenneth NG Kwai Kai

Non-executive directors:

Dr. Francis CHOI Chee Ming, GBS, JP
(Vice Chairman)
Ms. Belinda YEUNG Bik Yiu, JP

Independent non-executive directors:

Ms. Alice KAN Lai Kuen
Professor Japhet Sebastian LAW
Ms. Winnie NG, JP
Mr. WONG Chi Keung