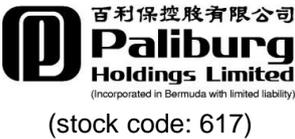


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DISCLOSEABLE TRANSACTION
ACQUISITION OF
AIRCRAFT

ACQUISITION OF
AIRCRAFT

ACQUISITION OF
AIRCRAFT

On 6 February 2018 (after trading hours), the Buyer, a wholly-owned subsidiary of Regal, and the First Seller entered into the First Purchase Agreement, pursuant to which the Buyer has agreed to acquire the First Aircraft from the First Seller for the purchase price of US\$18.1 million (equivalent to approximately HK\$141.2 million) (to be settled based on the Closing Payment), subject to certain conditions.

On 6 February 2018 (after trading hours), the Buyer and the Second Seller entered into the Second Purchase Agreement, pursuant to which the Buyer has agreed to acquire the Second Aircraft from the Second Seller for the purchase price of US\$18.25 million (equivalent to approximately HK\$142.4 million) (to be settled based on the Closing Payment), subject to certain conditions.

The First Purchase Agreement and the Second Purchase Agreement are separate agreements independent of each other and to the best of the Buyer’s knowledge, information and belief having made all reasonable enquiries, the First Seller and the Second Seller are not connected with each other. Based on the applicable percentage ratios, each of the First Acquisition and the Second Acquisition constitutes a discloseable transaction for Century City subject to announcement requirement under the Listing Rules.

This joint announcement is voluntarily made by Paliburg and Regal to provide their respective shareholders and potential investors with relevant information on the First Acquisition and the Second Acquisition respectively.

PURCHASE AGREEMENTS

On 6 February 2018 (after trading hours), the Buyer, a wholly-owned subsidiary of Regal, and the First Seller entered into the First Purchase Agreement, pursuant to which the Buyer has agreed to acquire the First Aircraft from the First Seller for the purchase price of US\$18.1 million (equivalent to approximately HK\$141.2 million) (to be settled based on the Closing Payment), subject to certain conditions. Upon Closing and pursuant to the Lease Novation, the Buyer (or its nominee) will become the new lessor under the Lease.

On 6 February 2018 (after trading hours), the Buyer and the Second Seller entered into the Second Purchase Agreement, pursuant to which the Buyer has agreed to acquire the Second Aircraft from the Second Seller for the purchase price of US\$18.25 million (equivalent to approximately HK\$142.4 million) (to be settled based on the Closing Payment), subject to certain conditions. Upon Closing and pursuant to the Lease Novation, the Buyer (or its nominee) will become the new lessor under the Lease.

The Buyer is a wholly-owned subsidiary of Regal which is a listed subsidiary of Century City and Paliburg. According to information available to Century City, Paliburg and Regal, the principal business activity of the First Seller is the ownership of the First Aircraft and the principal business activity of the Second Seller is the leasing and management of real estates and movable properties.

To the best of the Century City Directors' knowledge, information and belief having made all reasonable enquiries, the First Seller and the Second Seller are not connected with each other and the First Seller, the Second Seller and their respective ultimate beneficial owners are third parties independent of Century City and its connected persons (as defined under the Listing Rules).

The principal terms of the First Purchase Agreement are as follows:

Subject asset: The First Aircraft is an Airbus A320 aircraft manufactured in 2002, which is owned by the First Seller.

Purchase price: The purchase price for the First Aircraft is US\$18.1 million (equivalent to approximately HK\$141.2 million), to be settled based on the Closing Payment.

The purchase price was determined after arm's-length negotiation between the parties taking into account factors including the age, model and condition of the First Aircraft, the market segment relevant to the First Aircraft based on its size and capacity as well as the operation base of the Lessee, the terms of the Lease and the credit quality of the Lessee.

Deposit: The Buyer had paid an initial deposit of US\$425,000 (equivalent to approximately HK\$3.3 million) to the First Seller following execution of the First Letter of Intent.

The Buyer shall pay a further deposit of US\$825,000 (equivalent to approximately HK\$6.4 million) to the First Seller within 5 business days after execution of the First Purchase Agreement by the parties.

The total deposit paid by the Buyer shall be refundable to the Buyer in full if any of the following events occurs prior to the Closing:

- (a) an event of loss (as defined in the Lease) or material damage in respect of the First Aircraft;

- (b) material breach by the First Seller of the First Purchase Agreement (save for as a direct result of the acts or omissions of the Buyer);
- (c) the Buyer CPs having not been fulfilled by the First Seller (or waived or deferred by the Buyer) on or before the Closing Deadline (provided such failure is not directly caused by any acts or omissions of the Buyer);
- (d) change of any applicable law which would make the First Purchase Agreement illegal for either party to perform their respective obligations under the First Purchase Agreement and/or other Transaction Documents;
- (e) grant of an order for winding up or dissolution of either party or for the appointment of a trustee, receiver, administrative receiver, examiner or similar officer in respect of either party or any of its assets;
- (f) the Lessee's failure to execute and deliver the Novation Agreement (provided such failure is not as a result of the Buyer's inability or refusal to enter into the Novation Agreement or the Buyer's failure to meet the conditions of the Lease); or
- (g) the Closing of the First Aircraft having not taken place by the Closing Deadline (save for as a result of or in connection with the Buyer's breach of the First Purchase Agreement).

If any of the above events occurs, the Buyer's obligation to purchase the First Aircraft shall terminate and the First Seller shall refund the total deposit to the Buyer within 5 business days of the Buyer's written request.

Payment terms: Subject to the conditions as set out in the sections "Seller CPs" and "Buyer CPs" below, the Buyer shall pay the Closing Payment to the First Seller on or prior to the Closing Date.

Seller CPs: The First Seller's obligation to sell the First Aircraft is subject to the satisfaction of, among others, the following conditions precedent on or prior to the Closing Date:

- (a) the First Seller shall have received the further deposit of US\$825,000 (equivalent to approximately HK\$6.4 million) and the Closing Payment;
- (b) the Novation Agreement, the acceptance certificate and the guarantee shall have been entered into by the other parties thereto and shall be in full force and effect and no default by the Buyer shall

have occurred and be continuing thereunder;

- (c) the First Seller shall have received a certified copy of resolutions of the board of directors of the Buyer approving the transactions contemplated under the First Purchase Agreement;
- (d) the representations and warranties of the Buyer in the First Purchase Agreement shall be true and correct on the Closing Date;
- (e) the First Seller shall have received evidence of the insurances satisfactory to the First Seller;
- (f) the First Seller is satisfied that all conditions precedent in the Novation Agreement have been fulfilled, waived or deferred; and
- (g) no event of loss (as defined in the Lease) or material damage in respect of the First Aircraft shall have occurred.

For the Closing of the First Acquisition, the First Seller may waive or defer in writing the fulfillment of any of the above conditions.

Buyer CPs:

The Buyer's obligation to buy the First Aircraft is subject to the satisfaction of, among others, the following conditions precedent on or prior to the Closing Date:

- (a) the Novation Agreement shall have been entered into by the other parties thereto and shall be in full force and effect and no default by the First Seller and/or the Lessee shall have occurred and be continuing thereunder;
- (b) the Buyer shall have received a copy of the signed bill of sale which shall be released by the First Seller upon the Closing;
- (c) the Buyer shall have received copies of the historic bills of sale which the First Seller holds in respect of the First Aircraft and its engines;
- (d) the representations and warranties of the First Seller in the First Purchase Agreement shall be true and correct on the Closing Date;
- (e) the First Aircraft shall be free and clear of all liens (other than the Lease and the liens created by the Buyer or permitted under the Lease);
- (f) the Buyer shall have received a certified copy of resolutions of the board of directors of the First Seller approving the transactions contemplated under the First Purchase Agreement; and
- (g) no event of loss (as defined in the Lease) or material damage in

respect of the First Aircraft have been occurred.

For the Closing of the First Acquisition, the Buyer may waive or defer in writing the fulfillment of any of the above conditions.

Closing:

Subject to the satisfaction (or waiver or deferral) of the Seller CPs and the Buyer CPs as mentioned above, the Closing Payment shall be paid by the Buyer to the First Seller on or prior to the Closing Date and upon Closing, the full legal and beneficial title to the First Aircraft with full title guarantee shall be transferred by the First Seller to the Buyer.

Based on information available to the Buyer as at the date of this joint announcement, it is expected that the Closing of the First Acquisition would take place on 28 February 2018 and the Closing Payment for the expected Closing Date on 28 February 2018 would amount to approximately US\$16.5 million (equivalent to approximately HK\$128.7 million).

In the event the Closing in respect of the First Aircraft has not taken place by the Closing Deadline for any reason, either the Buyer or the First Seller shall have the right to terminate the First Purchase Agreement by giving notice in writing to the other party provided such failure of the Closing has not been caused by the terminating party's default. Following receipt of such notice, each party shall be released from its respective obligations under the First Purchase Agreement other than (i) the First Seller's obligation to return the total deposit (subject to occurrence of any of the events as set out in the section "Deposit" above) and/or the Closing Payment to the Buyer and (ii) its respective indemnity obligations under the First Purchase Agreement.

First Seller's representations and warranties:

The First Seller represents and warrants to the Buyer, as of the date of the First Purchase Agreement and as of the Closing Date, among others, the following:

- (a) the First Seller has obtained, or has to its knowledge complied with, every necessary consent, approval, order, or authorisation with respect to the execution and delivery by the First Seller of the First Purchase Agreement and other Transaction Documents to which it is a party and the transactions contemplated thereunder;
- (b) on the Closing the First Seller will have full legal and beneficial title in and to the First Aircraft and shall transfer full legal and beneficial title to the Buyer with full title guarantee free and clear of all liens (other than the Lease and the liens created by the Buyer or permitted under the Lease); and
- (c) to the best of the First Seller's knowledge, information and belief, the

First Aircraft has not suffered any damage which would be required to be disclosed in the manuals and technical records in respect of the First Aircraft that is not disclosed therein.

Buyer's representations and warranties: The Buyer represents and warrants to the First Seller, as of the date of the First Purchase Agreement and as of the Closing Date, among others, the following:

- the Buyer has obtained, or has to its knowledge complied with, every necessary consent, approval, order, or authorisation with respect to the execution and delivery by the Buyer of the First Purchase Agreement and other Transaction Documents to which it is a party and the transactions contemplated thereunder.

Guarantee: All obligations of the Buyer under the First Purchase Agreement are guaranteed by the Regal Group.

The principal terms of the Second Purchase Agreement are as follows:

Subject asset: The Second Aircraft is also an Airbus A320 aircraft manufactured in 2002, which is owned by the Second Seller.

Purchase price: The purchase price for the Second Aircraft is US\$18.25 million (equivalent to approximately HK\$142.4 million), to be settled based on the Closing Payment.

The purchase price was determined after arm's-length negotiation between the parties taking into account factors including the age, model and condition of the Second Aircraft, the market segment relevant to the Second Aircraft based on its size and capacity as well as the operation base of the Lessee, the terms of the Lease and the credit quality of the Lessee.

Deposit: The Buyer had paid an initial deposit of US\$425,000 (equivalent to approximately HK\$3.3 million) to the Second Seller following execution of the Second Letter of Intent.

The Buyer shall pay a further deposit of US\$825,000 (equivalent to approximately HK\$6.4 million) to the Second Seller within 5 business days after execution of the Second Purchase Agreement by the parties.

The total deposit paid by the Buyer shall be refundable to the Buyer in full if any of the following events occurs prior to the Closing:

- (a) an event of loss (as defined in the Lease) or material damage in respect of the Second Aircraft;

- (b) material breach by the Second Seller of the Second Purchase Agreement (save for as a direct result of the acts or omissions of the Buyer);
- (c) the Buyer CPs having not been fulfilled by the Second Seller (or waived or deferred by the Buyer) on or before the Closing Deadline (provided such failure is not directly caused by any acts or omissions of the Buyer);
- (d) change of any applicable law which would make the Second Purchase Agreement illegal for either party to perform their respective obligations under the Second Purchase Agreement and/or other Transaction Documents;
- (e) grant of an order for winding up or dissolution of either party or for the appointment of a trustee, receiver, administrative receiver, examiner or similar officer in respect of either party or any of its assets;
- (f) the Lessee's failure to execute and deliver the Novation Agreement (provided such failure is not as a result of the Buyer's inability or refusal to enter into the Novation Agreement or the Buyer's failure to meet the conditions of the Lease); or
- (g) the Closing of the Second Aircraft having not taken place by the Closing Deadline (save for as a result of or in connection with the Buyer's breach of the Second Purchase Agreement).

If any of the above events occurs, the Buyer's obligation to purchase the Second Aircraft shall terminate and the Second Seller shall refund the total deposit to the Buyer within 5 business days of the Buyer's written request.

Payment terms: Subject to the conditions as set out in the sections "Seller CPs" and "Buyer CPs" below, the Buyer shall pay the Closing Payment to the Second Seller on or prior to the Closing Date.

Seller CPs: The Second Seller's obligation to sell the Second Aircraft is subject to the satisfaction of, among others, the following conditions precedent on or prior to the Closing Date:

- (a) the Second Seller shall have received the further deposit of US\$825,000 (equivalent to approximately HK\$6.4 million) and the Closing Payment;
- (b) the Novation Agreement, the acceptance certificate and the guarantee shall have been entered into by the other parties thereto

and shall be in full force and effect and no default by the Buyer shall have occurred and be continuing thereunder;

- (c) the Second Seller shall have received a certified copy of resolutions of the board of directors of the Buyer approving the transactions contemplated under the Second Purchase Agreement;
- (d) the representations and warranties of the Buyer in the Second Purchase Agreement shall be true and correct on the Closing Date;
- (e) the Second Seller shall have received evidence of the insurances satisfactory to the Second Seller;
- (f) the Second Seller is satisfied that all conditions precedent in the Novation Agreement have been fulfilled, waived or deferred; and
- (g) no event of loss (as defined in the Lease) or material damage in respect of the Second Aircraft shall have occurred.

For the Closing of the Second Acquisition, the Second Seller may waive or defer in writing the fulfillment of any of the above conditions.

Buyer CPs:

The Buyer's obligation to buy the Second Aircraft is subject to the satisfaction of, among others, the following conditions precedent on or prior to the Closing Date:

- (a) the Novation Agreement shall have been entered into by the other parties thereto and shall be in full force and effect and no default by the Second Seller and/or the Lessee shall have occurred and be continuing thereunder;
- (b) the Buyer shall have received a copy of the signed bill of sale which shall be released by the Second Seller upon the Closing;
- (c) the Buyer shall have received copies of the historic bills of sale which the Second Seller holds in respect of the Second Aircraft and its engines;
- (d) the representations and warranties of the Second Seller in the Second Purchase Agreement shall be true and correct on the Closing Date;
- (e) the Second Aircraft shall be free and clear of all liens (other than the Lease and the liens created by the Buyer or permitted under the Lease);
- (f) the Buyer shall have received a certified copy of resolutions of the board of directors of the Second Seller approving the transactions contemplated under the Second Purchase Agreement; and

(g) no event of loss (as defined in the Lease) or material damage in respect of the Second Aircraft have been occurred.

For the Closing of the Second Acquisition, the Buyer may waive or defer in writing the fulfillment of any of the above conditions.

Closing:

Subject to the satisfaction (or waiver or deferral) of the Seller CPs and the Buyer CPs as mentioned above, the Closing Payment shall be paid by the Buyer to the Second Seller on or prior to the Closing Date and upon Closing, the full legal and beneficial title to the Second Aircraft with full title guarantee shall be transferred by the Second Seller to the Buyer.

Based on information available to the Buyer as at the date of this joint announcement, it is expected that the Closing of the Second Acquisition would take place on 28 February 2018 and the Closing Payment for the expected Closing Date on 28 February 2018 would amount to approximately US\$16.8 million (equivalent to approximately HK\$131.0 million).

In the event the Closing in respect of the Second Aircraft has not taken place by the Closing Deadline for any reason, either the Buyer or the Second Seller shall have the right to terminate the Second Purchase Agreement by giving notice in writing to the other party provided such failure of the Closing has not been caused by the terminating party's default. Following receipt of such notice, each party shall be released from its respective obligations under the Second Purchase Agreement other than (i) the Second Seller's obligation to return the total deposit (subject to occurrence of any of the events as set out in the section "Deposit" above) and/or the Closing Payment to the Buyer and (ii) its respective indemnity obligations under the Second Purchase Agreement.

Second Seller's representations and warranties:

The Second Seller represents and warrants to the Buyer, as of the date of the Second Purchase Agreement and as of the Closing Date, among others, the following:

- (a) the Second Seller has obtained, or has to its knowledge complied with, every necessary consent, approval, order, or authorisation with respect to the execution and delivery by the Second Seller of the Second Purchase Agreement and other Transaction Documents to which it is a party and the transactions contemplated thereunder;
- (b) on the Closing the Second Seller will have full legal and beneficial title in and to the Second Aircraft and shall transfer full legal and beneficial title to the Buyer with full title guarantee free and clear of all liens (other than the Lease and the liens created by the Buyer or permitted under the Lease); and

(c) to the best of the Second Seller's knowledge, information and belief, the Second Aircraft has not suffered any damage which would be required to be disclosed in the manuals and technical records in respect of the Second Aircraft that is not disclosed therein.

Buyer's representations and warranties: The Buyer represents and warrants to the Second Seller, as of the date of the Second Purchase Agreement and as of the Closing Date, among others, the following:

- the Buyer has obtained, or has to its knowledge complied with, every necessary consent, approval, order, or authorisation with respect to the execution and delivery by the Buyer of the Second Purchase Agreement and other Transaction Documents to which it is a party and the transactions contemplated thereunder.

Guarantee: All obligations of the Buyer under the Second Purchase Agreement are guaranteed by the Regal Group.

LEASE NOVATIONS

Each of the First Aircraft and the Second Aircraft is currently leased to the Lessee which is an independent airline operator operating in Europe under each Lease. The lease terms of the Lease for the First Aircraft and the Second Aircraft will expire in March 2020 and April 2020 respectively. The monthly rental under the remaining lease terms of each Lease is US\$145,000 (equivalent to approximately HK\$1.1 million). The rental under each Lease is payable in advance on a monthly basis. Prior to the Closing of the sale and purchase for the First Aircraft or the Second Aircraft (as the case may be), the relevant parties will enter into the Novation Agreement for the Lease, which will take effect from the Closing. Upon the Novation Agreement becoming effective from the Closing, the Buyer (or its nominee) will become the new lessor under the Lease. Upon expiry of each Lease, the Lessee will return the First Aircraft or the Second Aircraft (as the case may be) to the Buyer with the conditions as stipulated in each Lease or payment in lieu thereof.

INFORMATION ON THE AIRCRAFT

The First Aircraft is an Airbus A320 aircraft manufactured in 2002 and is leased to an independent airline operator under the Lease. The Buyer has not been provided with the net profits and the book value attributable to the First Aircraft.

The Second Aircraft is also an Airbus A320 aircraft manufactured in 2002 and is also leased to the same independent airline operator operating the First Aircraft. The Buyer has not been provided with the net profits and the book value attributable to the Second Aircraft.

REASONS FOR THE ACQUISITIONS

The Buyer is a wholly-owned subsidiary of Regal which is a listed subsidiary of Century City and Paliburg.

Century City, through its subsidiaries, 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 business and other investments including financial assets investments.

Paliburg, through its subsidiaries, 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 business and other investments including financial assets investments.

Regal, through its subsidiaries, 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, including those undertaken through the joint venture in P&R Holdings Limited and the interest in the retained houses in Regalia Bay in Stanley, aircraft ownership and leasing business and other investments including financial assets investments.

The Century City Group currently owns a 100% interest in a Boeing 737-300F freighter aircraft which is under finance lease to a logistics operator.

The Regal Group currently owns a fleet of 13 aircraft (including 1 aircraft which is 85%-owned), of which 3 aircraft are under operating lease, 6 aircraft on finance lease, 3 aircraft pending re-lease or disposal and 1 aircraft in the process of repossession from the lessee.

The Regal Group will engage a professional aircraft manager to manage the First Aircraft, the Second Aircraft and each Lease. Each of the First Acquisition and the Second Acquisition represents an appropriate acquisition opportunity for the Regal Group to strengthen and enhance the quality of its aircraft fleet. The Century City Directors consider that the terms of the First Acquisition and the Second Acquisition are fair and reasonable and in the interests of Century City and its shareholders as a whole.

LISTING RULES IMPLICATIONS

As the Buyer is a wholly-owned subsidiary of Regal which is a listed subsidiary of Century City and Paliburg, the Buyer is therefore a subsidiary of Century City and Paliburg.

The First Purchase Agreement and the Second Purchase Agreement are separate agreements independent of each other and to the best of the Buyer's knowledge, information and belief having made all reasonable enquiries, the First Seller and the Second Seller are not connected with each other. Based on the applicable percentage ratios, each of the First Acquisition and the Second Acquisition constitutes a discloseable transaction for Century City subject to announcement requirement under the Listing Rules.

This joint announcement is voluntarily made by Paliburg and Regal to provide their respective shareholders and potential investors with relevant information on the First Acquisition and the Second Acquisition respectively.

DEFINITIONS

“Buyer”	Navigation Force Limited, a wholly-owned subsidiary of Regal
“Buyer CPs”	the conditions under the First Purchase Agreement or the Second Purchase Agreement (as the case may be) the fulfillment (by the First Seller or the Second Seller (as the case may be)) or waiver (by the Buyer) of which will oblige the Buyer to purchase the First Aircraft or the Second Aircraft (as the case may be) from the First Seller or the Second Seller (as the case may be)
“Century City”	Century City International Holdings Limited, a limited company incorporated in Bermuda and whose issued ordinary shares are listed on the Main Board of the Stock Exchange (Stock Code: 355)
“Century City Directors”	the directors of Century City
“Century City Group”	Century City and its subsidiaries, for the purposes of this joint announcement excluding the Regal Group
“Closing”	the completion of the sale and purchase of the First Aircraft or the Second Aircraft (as the case may be) and of the other transactions with respect to the First Aircraft or the Second Aircraft (as the case may be) as contemplated under the First Purchase Agreement or the Second Purchase Agreement (as the case may be)
“Closing Date”	the date of the Closing
“Closing Deadline”	30 April 2018 or such later date as reasonably agreed between the parties in writing
“Closing Payment”	an amount payable by the Buyer to the First Seller or the Second Seller (as the case may be) on or prior to the Closing Date, equal to the purchase price of the First Aircraft or the Second Aircraft (as the case may be) minus the total deposit paid, the Rent Adjustment Amount and the base rent under the Lease received by the existing lessor of the First Aircraft or the Second Aircraft (as the case may be) attributable to the lease period after the Closing Date

“First Acquisition”	the acquisition of the First Aircraft in an “as is, where is” condition by the Buyer from the First Seller on the terms and subject to the conditions of the First Purchase Agreement
“First Aircraft”	one (1) Airbus A320 aircraft under the First Purchase Agreement
“First Letter of Intent”	a letter of intent entered into between the relevant parties in November 2017 in respect of the possible acquisition by the Buyer of the First Aircraft
“First Purchase Agreement”	the aircraft sale and purchase agreement dated 6 February 2018 entered into between the Buyer and the First Seller in relation to the First Acquisition
“First Seller”	the owner of the First Aircraft and the existing lessor under the Lease (before the Lease Novation)
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Lease”	the lease of the First Aircraft or the Second Aircraft (as the case may be) to an independent airline operator (as the Lessee)
“Lease Novation”	the novation of the Lease by the existing lessor of the First Aircraft or the Second Aircraft (as the case may be) to the Buyer (or its nominee)
“Lessee”	the existing lessee of the First Aircraft or the Second Aircraft (as the case may be)
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Novation Agreement”	the aircraft lease novation and amendment agreement between the existing lessor of the First Aircraft or the Second Aircraft (as the case may be), the Lessee and the Buyer (or its nominee), effecting the Lease Novation of the First Aircraft or the Second Aircraft (as the case may be)
“Paliburg”	Paliburg Holdings Limited, a limited company incorporated in Bermuda and whose issued ordinary shares are listed on the Main Board of the Stock Exchange (Stock Code: 617)

“percentage ratios”	the percentage ratios calculated based on the requirements under Rule 14.07 of the Listing Rules
“Regal”	Regal Hotels International Holdings Limited, a limited company incorporated in Bermuda and whose issued ordinary shares are listed on the Main Board of the Stock Exchange (Stock Code: 78)
“Regal Group”	Regal and its subsidiaries
“Regal REIT”	Regal Real Estate Investment Trust, a Hong Kong collective investment scheme authorised under section 104 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the issued units of which are listed on the Main Board of the Stock Exchange (Stock Code: 1881)
“Rent Adjustment Amount”	an amount equal to 50% of the base rent under each Lease attributable to the period from (but excluding) 1 December 2017 to (and including) the Closing Date
“Second Acquisition”	the acquisition of the Second Aircraft in an “as is, where is” condition by the Buyer from the Second Seller on the terms and subject to the conditions of the Second Purchase Agreement
“Second Aircraft”	one (1) Airbus A320 aircraft under the Second Purchase Agreement
“Second Letter of Intent”	a letter of intent entered into between the relevant parties in November 2017 in respect of the possible acquisition by the Buyer of the Second Aircraft
“Second Purchase Agreement”	the aircraft sale and purchase agreement dated 6 February 2018 entered into between the Buyer and the Second Seller in relation to the Second Acquisition
“Second Seller”	the owner of the Second Aircraft
“Seller CPs”	the conditions under the First Purchase Agreement or the Second Purchase Agreement (as the case may be) the fulfillment (by the Buyer) or waiver (by the First Seller or the Second Seller (as the case may be)) of which will oblige the First Seller or the Second Seller (as the case may be) to sell the First Aircraft or the Second Aircraft (as the case may be) to the Buyer

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Transaction Document(s)”	collectively the First Purchase Agreement or the Second Purchase Agreement (as the case may be), the Novation Agreement, the acceptance certificate, the bill of sale and other operative documents
“US\$”	United States dollars, the lawful currency of the United States of America

By Order of the Board
**Century City International
Holdings Limited**
Eliza Lam Sau Fun
Secretary

By Order of the Board
Paliburg Holdings Limited
Eliza Lam Sau Fun
Secretary

By Order of the Board
**Regal Hotels International
Holdings Limited**
Eliza Lam Sau Fun
Secretary

Hong Kong, 6 February 2018

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)*
Miss LO Po Man *(Vice Chairman)*
Mr. Kenneth NG Kwai Kai
(Chief Operating Officer)
Mr. Donald FAN Tung
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. Donald FAN Tung
(Chief Operating Officer)
Miss 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
Hon. 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)

Miss LO Po Man

(Vice Chairman and Managing Director)

Ms. Belinda YEUNG Bik Yiu

(Chief Operating Officer)

Mr. Donald FAN Tung

Mr. Jimmy LO Chun To

Mr. Kenneth NG Kwai Kai

Mr. Allen WAN Tze Wai

Non-executive director:

Dr. Francis CHOI Chee Ming, GBS, JP

(Vice Chairman)

Independent non-executive directors:

Ms. Alice KAN Lai Kuen

Professor Japhet Sebastian LAW

Ms. Winnie NG, JP

Mr. WONG Chi Keung

For illustration purposes, the exchange rate of US\$1.00 = HK\$7.80 has been used to convert US\$ into HK\$ in this joint announcement.