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MEDIA CHINESE INTERNATIONAL LIMITED

世界華文媒體有限公司

(Incorporated in Bermuda with limited liability)

(Malaysia Company No. 200702000044)

(Hong Kong Stock Code: 685)

(Malaysia Stock Code: 5090)

DISCLOSEABLE TRANSACTION IN RELATION TO THE DISPOSAL OF PROPERTY IN CANADA

THE DISPOSAL

The Board hereby announces that on 2 September 2026 (Canada time) (after trading hours of the Stock Exchanges), the Vendor, an indirect wholly-owned subsidiary of the Company, entered into the Sale and Purchase Agreement with the Purchaser, pursuant to which the Vendor conditionally agreed to sell, and the Purchaser conditionally agreed to purchase, the Property for a Purchase Price of CAD6,850,000 (equivalent to approximately USD4,915,000 or RM19,877,000).

IMPLICATIONS UNDER THE LISTING RULES AND MMLR

As one or more of the applicable percentage ratio(s) (as defined under the Listing Rules) in respect of the Disposal is/are more than 5% but all of the percentage ratios are less than 25%, the entering into of the Sale and Purchase Agreement constitutes a discloseable transaction on the part of the Company under the Listing Rules, and is therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

As the percentage ratio applicable to the Disposal does not exceed 5.0%, pursuant to Paragraph 10.05(1) of MMLR, the Company is not required to announce the Disposal to Bursa Securities. However, the Company wishes to voluntarily announce the Disposal under Paragraph 10.05(2) of MMLR.

1. INTRODUCTION

The Board hereby announces that on 2 September 2026 (Canada time) (after trading hours of the Stock Exchanges), the Vendor, an indirect wholly-owned subsidiary of the Company, entered into the Sale and Purchase Agreement with the Purchaser, pursuant to which the Vendor conditionally agreed to sell, and the Purchaser conditionally agreed to purchase, the Property for a Purchase Price of CAD6,850,000 (equivalent to approximately USD4,915,000 or RM19,877,000).

2. THE SALE AND PURCHASE AGREEMENT

The salient terms of the Sale and Purchase Agreement are set out as follows:

Date: 2 September 2026 (Canada time)

Parties: (i) the Vendor; and
(ii) the Purchaser

Assets to be disposed of: Property

Purchase Price and mode of settlement: The Purchaser shall pay the Purchase Price of CAD6,850,000 (equivalent to approximately USD4,915,000 or RM19,877,000) to the Vendor in the following manner:

- (i) within one business day upon subject removal, a deposit in the amount of CAD400,000 (equivalent to approximately USD287,000 or RM1,161,000), which will form part of the Purchase Price, will be paid to brokerage of the Vendor, CBRE Limited, in trust and held in trust in accordance with the provisions of the Real Estate Services Act; and
- (ii) on or before the completion date, the balance of the Purchase Price will be paid.

Payment of monies by the Purchaser to the Vendor will be by bank draft, wire transfer, certified cheque or lawyer's/notary's or real estate brokerage's trust cheque.

In the event the Purchaser fails to pay the deposit as required by the Sale and Purchase Agreement, the Vendor may, at the Vendor's option, terminate the Sale and Purchase Agreement.

Unless the balance of the payment is paid on or before the completion date, the Vendor may, at the Vendor's option, terminate the Sale and Purchase Agreement, and in such event, the amount paid by the Purchaser will be non-refundable and absolutely forfeited to the Vendor, subject to the Real Estate Services Act, on account of damages, without prejudice to the Vendor's other remedies.

**Basis and justification
for the consideration:**

In view of the cessation of the Group's media operations in Canada and recent geopolitical tensions, the Vendor revised the listing price downwards to CAD7.8 million in May 2026. Although several offers were received, none resulted in a binding agreement.

This Purchase Price was determined through multiple rounds of arm's length negotiations between the parties on normal commercial terms, after taking into account, among other things, (i) the purchase price paid by the Vendor in respect of the Property, (ii) the location and area of the Property, (iii) professional advice from the real estate brokerage in Canada; (iv) the prevailing market price of other comparable properties located in the nearby location of the Property, and (v) the information set out under the section headed "5. Reasons for and benefits of the Disposal" in this announcement. No valuation has been conducted on the Property.

Subject condition:

Completion is subject to and conditional upon the Purchaser's own due diligence, title searches, and other searches, inspections and investigations in purchasing the Property. Unless the condition is waived or declared fulfilled by delivery of the Purchaser's notice to the Vendor on or before 28 September 2026, the Sale and Purchase Agreement will be terminated thereupon and the deposit returnable in accordance with the Real Estate Services Act. The Vendor noted that the Purchaser will do its own due diligence and financing arrangements for purchasing the Property on or before 28 September 2026.

Completion:

Subject to other terms and conditions of the Sale and Purchase Agreement, (i) the sale will be completed on 1 December 2026; and (ii) the Purchaser will have possession of the Property on 2 December 2026 with vacant possession.

3. INFORMATION ON THE PROPERTY

The Vendor is the registered and beneficial owner of the Property. Details of the Property are set out in the table below:

Identification/location of the Property:	Lot 20, Block 4N, Plan NWP82969, Section 5, Range 5W, New Westminster Land District (PID 014-965-186)
Description of the Property:	Land and a two-storey industrial building erected thereon
Postal address:	5368 Parkwood Place, Richmond, British Columbia V6V 2N1
Land area:	Approximately 0.557 acres
Gross floor area of the building:	Approximately 18,800 square feet
Existing use:	Following the cessation of the Group's Canadian media operations with effect from 1 February 2026, the Property, which formerly served as the Group's media operations office and printing facility in Canada, has since remained vacant.
Approved/zoned use:	Industrial/warehousing
Age of building:	Approximately 35 years old
Tenure:	Freehold
Date of original acquisition:	14 May 1993
Original acquisition cost:	CAD1,630,000 (equivalent to approximately USD1,170,000 or approximately RM4,730,000)
Audited net book value as at 31 March 2026:	CAD1,286,000 (equivalent to approximately USD923,000 or approximately RM3,732,000)
Unaudited net book value as at 31 July 2026:	CAD1,286,000 (equivalent to approximately USD923,000 or approximately RM3,732,000)

There were no encumbrances on the Property. No rental income was recorded in respect of the Property prior to the Disposal as the Property was held by the Group for its own use.

4. INFORMATION ON THE PARTIES

4.1 Information on the Vendor

The Vendor is an investment holding company incorporated in Canada on 22 January 1993 with limited liability and is an indirect wholly-owned subsidiary of the Company. The issued share capital of the Vendor is CAD1 comprising 1 common share. The Vendor ceased its media operations in Canada.

The Company is an investment holding company. The principal activities of its subsidiaries are the publishing, printing and distribution of newspapers, magazines, books and digital content primarily in the Chinese language, and the provision of travel and travel related services in Hong Kong, Taiwan, North America and Malaysia.

4.2 Information on the Purchaser

The Purchaser is a company incorporated in Canada and is principally engaged in local warehousing, inventory management, and delivery driving operations. As at the date of this announcement, to the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, (i) the Purchaser is owned as to 50% by Ren Rujin and 50% by Yu Junmin, (ii) the directors of the Purchaser are Ren Rujin, Yu Lijing and Yu Junmin, and (iii) each of the Purchaser and its ultimate beneficial owners is an Independent Third Party.

5. REASONS FOR AND BENEFITS OF THE DISPOSAL

As the Group has ceased its media operations in Canada and the Property is no longer required for the Group's media operations in Canada, the Directors consider that the Disposal provides a good opportunity for the Group to realise the value of the Property and redeploy the proceeds from the Disposal towards the Group's other business and operational requirements.

In light of the above, the Directors (including the independent non-executive Directors) believe that the terms of the Sale and Purchase Agreement (including the Purchase Price) are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

6. PROPOSED UTILISATION OF PROCEEDS

The estimated net proceeds from the Disposal after deducting relevant costs and expenses (before tax) will amount to approximately CAD6,550,000 (equivalent to approximately USD4,700,000 or RM19,006,000). It is intended that the net proceeds from the Disposal to be used for general working capital of the Group within twelve months from the date of completion of the Disposal.

7. RISK FACTOR

The risk factor concerning the Disposal is the delay or non-completion of the Disposal.

The completion of the Disposal is subject to full payment by the Purchaser as set out in the Sale and Purchase Agreement. There can be no assurance that the Disposal can be completed on a timely basis, due to payment factors beyond the control of the Company.

Notwithstanding the foregoing, the Board will take all reasonable steps to ensure that the terms as set out in the Sale and Purchase Agreement are fulfilled promptly to facilitate the completion of the Disposal.

8. EFFECTS OF THE DISPOSAL

8.1 Share capital

The Disposal will not have any effect on the issued and paid-up share capital and shareholding structure of the Company.

8.2 Substantial shareholders' shareholdings

The Disposal will not have any effect on the substantial shareholders' shareholdings in the Company.

8.3 Net profit before taxation and after taxation attributable to the Property

The Disposal would not have any material effect on the net profit before taxation and after taxation attributable to the Property for the financial years ended 31 March 2026 and 31 March 2025, as no rental income was recorded in respect of the Property prior to the Disposal, given that it was held by the Group for its own use.

8.4 Expected gain arising from the Disposal

The Disposal is expected to enable the Group to recognise an unaudited gain of approximately CAD5,264,000 (equivalent to approximately USD3,777,000 or RM15,275,000), being the difference between the Purchase Price and the net book value of the Property before any expenses and tax.

The actual amount of gain or loss as a result of the Disposal to be recorded by the Group will be subject to the review and final audit by the auditors of the Company and will be determined as at the date of completion of the Sale and Purchase Agreement.

8.5 Net assets per share and gearing

The Disposal is expected to result in an unaudited gain of approximately USD3,777,000 (equivalent to approximately RM15,275,000), which will increase the consolidated net assets of the Group by the same amount. However, having regard to the overall net asset position of the Group, such increase is not considered material. Accordingly, the Disposal is not expected to have any material effect on the consolidated net assets, net assets per share or gearing position of the Group for the financial year ending 31 March 2027.

8.6 Earnings per share

The Disposal is expected to improve the earnings per share by US0.23 cent for the year ending 31 March 2027.

8.7 Liabilities to be assumed

Save for the obligations arising from or according to the Sale and Purchase Agreement, there are no other liabilities, including contingent liabilities to be assumed by the Vendor according to the Disposal. In addition, there are no guarantees given by the Vendor to the Purchaser for the Disposal.

9. APPROVALS REQUIRED

The Disposal is not subject to the approval of shareholders of the Company or any other regulatory bodies.

10. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED WITH THEM

None of the Directors, major shareholders of the Company and/or persons connected with them have any interest, direct and/or indirect, in the Disposal.

11. IMPLICATIONS UNDER LISTING RULES AND MMLR

As one or more of the applicable percentage ratio(s) (as defined under the Listing Rules) in respect of the Disposal is/are more than 5% but all of the percentage ratios are less than 25%, the entering into of the Sale and Purchase Agreement constitutes a discloseable transaction on the part of the Company under the Listing Rules, and is therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

As the percentage ratio of the Disposal does not exceed 5.0%, according to Paragraph 10.05(1) of MMLR, the Company is not required to announce the Disposal to Bursa Securities. However, the Company wishes to voluntarily announce the Disposal under Paragraph 10.05(2) of MMLR.

12. STATEMENT BY THE BOARD

After having considered all aspects of the Disposal, the Board (including the independent non-executive Directors) considers that the terms and conditions for the Disposal are on normal commercial terms after arm's length negotiations among the parties, which are fair and reasonable and is in the best interest of the Company and the shareholders of the Company as a whole.

13. ESTIMATED TIME FRAME FOR COMPLETION

The Disposal is expected to be completed by 1 December 2026.

14. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the Sale and Purchase Agreement is available for inspection at the following offices of the Company during normal business hours from Monday to Friday (except public holidays) for three months from the date of this announcement:

(a) Registered office in Malaysia

12th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia.

(b) Head office and principal place of business in Hong Kong

15th Floor, Block A, Ming Pao Industrial Centre, 18 Ka Yip Street, Chai Wan, Hong Kong.

15. DEFINITIONS

Unless the context requires otherwise, capitalised terms used in this announcement shall have the following meanings:

“Board”	the board of Directors of the Company
“Bursa Securities”	Bursa Malaysia Securities Berhad
“Company”	Media Chinese International Limited (世界華文媒體有限公司), a company incorporated in Bermuda with limited liability, the issued shares of which are listed on Main Board of the Hong Kong Stock Exchange (Hong Kong stock code: 685) and Bursa Securities (Malaysia stock code: 5090)
“connected person”	has the meaning ascribed thereto under the Listing Rules
“Director(s)”	director(s) of the Company
“Disposal”	the disposal of the Property in accordance with the terms and conditions of the Sale and Purchase Agreement
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Independent Third Party”	any person(s) or company(ies) and their respective ultimate beneficial owner(s) whom, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are not connected persons of the Company and are third parties independent of the Company and its connected persons in accordance with the Listing Rules
“Listing Rules”	the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange
“MMLR”	Main Market Listing Requirements of Bursa Securities
“Property”	the property, including the land and a two-storey industrial building erected thereon, located at 5368 Parkwood Place, Richmond, British Columbia V6V 2N1, Canada, being the subject matter under the Sale and Purchase Agreement
“Purchase Price”	the purchase price of CAD6,850,000 (equivalent to approximately USD4,915,000 or RM19,877,000) for the Property
“Purchaser”	Da Xing Investment Ltd., a company incorporated in Canada
“Real Estate Services Act”	Real Estate Services Act of British Columbia, Canada
“Sale and Purchase Agreement”	the agreement of purchase and sale dated 2 September 2026 (Canada time) and entered into between the Vendor and the Purchaser in respect of the Disposal
“Share(s)”	ordinary share(s) of HK\$0.1 each in the capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Stock Exchanges”	Hong Kong Stock Exchange and Bursa Securities
“Vendor”	Ming Pao Holdings (Canada) Limited, a company incorporated in Canada with limited liability and an indirect wholly-owned subsidiary of the Company
“CAD”	Canadian dollar(s), the lawful currency in Canada
“RM”	Ringgit Malaysia, the lawful currency in Malaysia
“USD”	United States dollar(s), the lawful currency in the United States of America

For the purpose of this announcement, unless otherwise indicated, conversions of CAD into USD is calculated at the approximate exchange rates of CAD1.00 to USD0.7175; and into RM at the exchange rate of CAD1.00 to RM2.9017, being the exchange rates quoted by Bank Negara Malaysia at 5:00 p.m. on 2 September 2026.

By order of the Board
Media Chinese International Limited
Khoo Kar Khoon
Director

3 September 2026

As at the date of this announcement, the Board comprises Mr Khoo Kar Khoon, Mr Wong Khang Yen, Mr Liew Sam Ngan and Ms Tiong Yijia, being executive Directors; Ms Tiong Choon, being non-executive Director; and Mr Ip Koon Wing, Ernest, Ms Lim Seang Lee and Mr Yong Voon Kar, being independent non-executive Directors.