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Legion Consortium Limited

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 2129)

MAJOR TRANSACTION IN RELATION TO ADDITIONAL CONSTRUCTION CONTRACT

CONSTRUCTION CONTRACT

The Board announces that on 8 August 2025 (after trading hours), Rejoice Container, a wholly-owned subsidiary of the Company, and the Contractor entered into the Additional Construction Contract pursuant to which the Contractor has agreed to carry out the Additional Construction Work for a addition and alteration involving erection of a 3-storey single user industrial building at the Additional Contract Sum of S\$1,972,000 (exclusive of GST).

Reference is made to the announcement of the Company dated 10 January 2025 (“**Previous Announcement**”), Rejoice Container has entered into the Initial Construction Contract with the Contractor in respect of the Initial Construction Work for a new erection of a 3-storey single user industrial building at the Initial Contract Sum of S\$5,408,000.

IMPLICATIONS UNDER THE LISTING RULES

As the Additional Construction Contract and the Initial Construction Contract (details of which were disclosed in the Previous Announcement) were entered into with the same contractor within a 12-month period and they involve the same asset, the Company is required by the Listing Rules to aggregate the Additional Construction Contract and the Initial Construction Contract and treat them as if they were one transaction under Rule 14.22 of the Listing Rules.

The Additional Construction Contract and the Initial Construction Contract (on an aggregated basis) constitute a major transaction of the Company as one or more of the applicable percentage ratios is 25% or more but less than 100%, and is therefore subject to the reporting, announcement and shareholders’ approval requirement pursuant to Chapter 14 of the Listing Rules.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, as at the date of this announcement, no Shareholders has material interest in the Construction Contract and the transaction contemplated thereunder, thus no Shareholder would be required to abstain from voting at a general meeting of the Company for approving the same if the Company was to convene such a general meeting.

As at the date of this announcement, Mirana Holdings Limited is the controlling Shareholder and beneficially holds 937,500,000 Shares, representing 75% of the entire issued share capital of the Company and voting rights in general meetings of the Company. As no Shareholder is required to abstain from voting on the Construction Contract if the Company was to convene a general meeting for the approval of the transactions, the Construction Contract has been approved by a written shareholder' approval from Mirana Holdings Limited. Pursuant to Rule 14.44 of the Listing Rules, such written approval may be accepted in lieu of holding a general meeting of the Company, and accordingly, no general meeting of the Company will be convened for the purpose of approving the Construction Contract.

GENERAL

A circular containing, amongst other things, further information on the terms of the Construction Contract and financial information of the Group is expected to be despatched to the Shareholders on or before 25 August 2025.

INTRODUCTION

The Board announces that on 8 August 2025 (after trading hours), Rejoice Container, a wholly-owned subsidiary of the Company, and the Contractor entered into the Construction Contract pursuant to which the Contractor has agreed to carry out the Construction Work for a addition and alteration involving erection of a 3-storey single user industrial building at the Additional Contract Sum of S\$1,972,000 (exclusive of GST).

Reference is made to the announcement of the Company dated 10 January 2025 (“**Previous Announcement**”), Rejoice Container has entered into the Initial Construction Contract with the Contractor in respect of the Initial Construction Work for a new erection of a 3-storey single user industrial building at the Initial Contract Sum of S\$5,408,000.

THE ADDITIONAL CONSTRUCTION CONTRACT

The principal terms of the Additional Construction Contract are as follow:

Date

8 August 2025

Parties

- (i) Rejoice Container; and
- (ii) the Contractor.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Contractor and its ultimate beneficial owner(s) are third parties independent of the Group and the connected persons of the Group.

Subject matter of the Construction

Pursuant to the Additional Construction Contract, the Contractor has agreed to carry out the Additional Construction Work at the Additional Contract Sum of approximately S\$1,972,000 (exclusive of GST).

The Additional Construction Work includes the addition and alteration of design and build of a 3-storey single user industrial building comprising of 2 level of workshops and 1 level of ancillary office at 14 Benoi Sector Singapore 629847 that comprises (i) piling / foundation works, (ii) structural works, (iii) architectural works, (iv) external works and (v) mechanical and electrical services. Its site area is 11,889.20 square metres and its gross floor area is 2,815 square metres. The commencement date of the Additional Construction Work is subject to permit to commence works issued by Building and Construction Authority. The completion date of the Construction Work shall be the date of Temporary Occupational Permit (TOP) Certificate.

Additional Contract Sum

The Additional Contract Sum shall be S\$1,972,000 (exclusive of GST) which was determined after arm's length negotiations between Rejoice Container and the Contractor and on normal commercial terms with reference to the standard and materials required under the Additional Construction Work, the experience and market position of the Contractor and the expected quality of the Additional Construction Work. The period for the payment of the interim payment shall be thirty (30) days from the receipt of the tax invoice issued by the Contractor.

It is expected that the Additional Contract Sum will be funded by bank financing.

INFORMATION ON THE PARTIES

The Company

The Company is a company incorporated in the Cayman Islands with limited liability and listed on the Main Board of the Stock Exchange which is, through its subsidiaries, principally engaged in provision of well-established logistics service in Singapore offering trucking services, freight forwarding services and value-added transport services to customers.

Rejoice Container

Rejoice Container, a private company limited by shares under the Laws of Singapore and a wholly-owned subsidiary of the Company, is principally engaged in provision of container depot services, as well as the installation of industrial machinery and equipment, and mechanical engineering works.

The Contractor

The Contractor is a company incorporated in Singapore and to the best knowledge of the Directors, it is principally engaged in global construction project, fit-out and engineering services. Its largest ultimate beneficial owner is Tan Yeow Khoon (99%), who is the citizen of the Republic of Singapore. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Contractor and its ultimate beneficial owner(s) are third parties independent of the Group and the connected persons of the Group.

REASONS FOR AND BENEFITS OF THE ADDITIONAL CONSTRUCTION CONTRACT

The Group is principally engaged in providing container depot services, as well as the installation of industrial machinery and equipment, and mechanical engineering works. Construction work at our leased land is of vital strategic importance to ensure the continued success and efficiency of the operations of the Group.

Currently, the Group maintains a robust vehicle fleet comprising 57 prime movers, 485 trailers and 23 flat vans, and machineries comprising 6 reach stackers, 2 kalmars and 3 forklifts. In addition, the Group is operating 3 logistics yards and 3 warehouses of approximately 48,980 sq. m. and 32,343 sq. m., respectively. These facilities provide essential open-yard storage and warehousing services, forming a critical part of our integrated logistics and transportation offering.

To support ongoing growth in capacity and fleet size, the Group has identified a strategically located land site and entered into the Additional Construction Contract. The land is considered highly suitable for the Group's business development needs based on location, usable floor area, facility specifications and terms of tenure.

The Directors (including the independent non-executive Directors) are of the view that the terms of the Additional Construction Contract are on normal commercial terms and are fair and reasonable and in the interests of the Company and its shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As the Additional Construction Contract and the Initial Construction Contract (details of which were disclosed in the Previous Announcement) were entered into with the same contractor within a 12-month period and they involve the same asset, the Company is required by the Listing Rules to aggregate the Additional Construction Contract and the Initial Construction Contract and treat them as if they were one transaction under Rule 14.22 of the Listing Rules.

The Additional Construction Contract and the Initial Construction Contract (on an aggregated basis) constitute a major transaction of the Company as one or more of the applicable percentage ratios is 25% or more but less than 100%, and is therefore subject to the reporting, announcement and shareholders' approval requirement pursuant to Chapter 14 of the Listing Rules.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, as at the date of this announcement, no Shareholders has material interest in the Additional Construction Contract and the transaction contemplated thereunder, thus no Shareholder would be required to abstain from voting at a general meeting of the Company for approving the same if the Company was to convene such a general meeting.

As at the date of this announcement, Mirana Holdings Limited is the controlling Shareholder and beneficially holds 937,500,000 Shares, representing 75% of the entire issued share capital of the Company and voting rights in general meetings of the Company. As no Shareholder is required to abstain from voting on the Additional Construction Contract if the Company was to convene a general meeting for the approval of the transactions, the Additional Construction Contract has been approved by a written shareholder' approval from Mirana Holdings Limited. Pursuant to Rule 14.44 of the Listing Rules, such written approval may be accepted in lieu of holding a general meeting of the Company, and accordingly, no general meeting of the Company will be convened for the purpose of approving the Additional Construction Contract.

GENERAL

A circular containing, amongst other things, further information on the terms of the Additional Construction Contract and financial information of the Group is expected to be despatched to the Shareholders on or before 25 August 2025.

DEFINITIONS

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

“Additional Construction Contract”	the additional construction contract dated 8 August 2025 entered into between Rejoice Container and the Contractor in relation to the Additional Construction Work
“Additional Construction Work”	the additional construction work to be carried out by the Contractor under the Additional Construction Contract as set out under the paragraph headed “Subject matter of the Construction”
“Additional Contract Sum”	the consideration of S\$1,972,000 (exclusive of GST) under the Additional Construction Contract
“Board”	the board of Directors
“Company”	Legion Consortium Limited, a company incorporated in the Cayman Islands with limited liability, the issued Shares of which are listed on the Main Board of the Stock Exchange (Stock code: 2129)
“Contractor”	Soon He Construction Pte. Ltd., a company incorporated in Singapore with limited liability
“Director(s)”	the director(s) of the Company
“Group”	collectively, the Company and its subsidiaries from time to time
“GST”	Goods and Service Tax in Singapore
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC

“Independent Third Party(ies)”	an independent third party(ies) which is/are not connected with the chief executive, directors and substantial shareholders of the Company or any of its subsidiaries and their respective associates
“Initial Construction Contract”	the construction contract dated 10 January 2025 entered into between Rejoice Contrainer and the Contractor in respect of the Initial Construction Work as disclosed in the Previous Announcement
“Initial Construction Work”	the construction work to be carried out by the Contractor under the Initial Construction Contract
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Previous Announcement”	the announcement of the Company published on 10 January 2025 in respect of the Initial Construction Contract
“Rejoice Container”	Rejoice Container Services (Pte) Ltd, a private company limited by shares under the laws of Singapore and a wholly-owned subsidiary of the Company
“S\$”	Singapore dollar, the lawful currency of Singapore
“Share(s)”	ordinary share(s) of nominal value of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the ordinary shares of the Company
“Singapore”	the Republic of Singapore
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	percentage

By Order of the Board
Legion Consortium Limited
Ng Choon Eng
Chairman, Chief Executive Officer and Executive Director

Hong Kong, 8 August 2025

As at the date of this announcement, the Board comprises three executive Directors, namely Mr. Ng Choon Eng, Mr. Ng Kong Hock and Ms. Tham Chia Sze; and three independent non-executive Directors, namely Mr. Ho Wing Sum, Mr. Yeo Teck Chuan and Mr. Teo Rainer Jia Kai.