THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to the course of action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

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LION POSIM BERHAD

Registration No. 198201002310 (82056-X)
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE

PART A

PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE

PART B

PROPOSED AMENDMENTS TO THE CONSTITUTION OF THE COMPANY

The resolutions in respect of the above proposals will be tabled as Special Business at the 43rd Annual General Meeting of the Company to be held at the Meeting Hall, Level 16, Lion Office Tower, No. 1 Jalan Nagasari, 50200 Kuala Lumpur, Wilayah Persekutuan on Tuesday, 24 November 2026 at 10.00 am. Shareholders are advised to refer to the Notice of the 43rd Annual General Meeting and the Form of Proxy set out in the 2026 Annual Report of the Company, which is available on the website of the Company at www.lion.com.my/posim-agm.

The last date and time for the lodging of the Form of Proxy is Sunday, 22 November 2026 at 10.00 am.

This Circular is dated 26 October 2026

MAIN CONTENTS

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE:

		PAGE
PART A:	PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE	1
PART B:	PROPOSED AMENDMENTS TO THE CONSTITUTION OF THE COMPANY	25
ANNEXURE I	FURTHER INFORMATION	34

PART A

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE

DEFINITIONS

Except where the context otherwise requires, the following definitions shall apply throughout Part A of this Circular:

Act	:	Companies Act 2016 as amended from time to time including any re-enactment thereof
AGM	:	Annual General Meeting of the Company
Board	:	Board of Directors of LPB
Bursa Securities	:	Bursa Malaysia Securities Berhad
LPB Share(s)	:	Ordinary shares in LPB
Listing Requirements	:	Bursa Securities Main Market Listing Requirements including any amendment thereto that may be made from time to time
Proposed Shareholders' Mandate	:	Proposed renewal of the 2025 Shareholders' Mandate
RRPTs	:	Related party transactions which are recurrent, of a revenue or trading nature and which are necessary for the day-to-day operations and within the ordinary course of business of a listed issuer or its subsidiaries
Recurrent Transactions	:	Transactions which are recurrent, of a revenue or trading nature and which are necessary for the day-to-day operations of the LPB Group as described herein in paragraph 3.3 which the LPB Group proposes to enter into with persons who are Related Parties
Related Party or Related Parties	:	The "director", "major shareholder" and/or "person connected" with such director or major shareholder of LPB or its subsidiaries or its holding company, LICB
2025 Shareholders' Mandate	:	The shareholders' mandate obtained on 27 May 2025 for the LPB Group to enter into recurrent related party transactions from 27 May 2025 to 27 August 2026

Companies

Amanvest	:	Amanvest (M) Sdn Bhd
Amble Bond	:	Amble Bond Sdn Bhd
Amble Bond Group	:	Amble Bond and its subsidiaries and associated companies
AMB Venture	:	AMB Venture Sdn Bhd
AMSB	:	Amsteel Mills Sdn Bhd
Deluxe	:	Deluxe Venture International Limited
Excel Step	:	Excel Step Investments Limited
Happyvest	:	Happyvest (M) Sdn Bhd
Horizon	:	Horizon Towers Sdn Bhd
LAP	:	Lion Asiapac Limited
LAP Group	:	LAP and its subsidiaries and associated companies
LCB	:	Lion Corporation Berhad
LCE	:	Lion Construction & Engineering Sdn Bhd
LDHB	:	Lion Diversified Holdings Berhad (In Liquidation)
LDHB Group	:	LDHB and its subsidiaries and associated companies
LDH Mgmt	:	LDH Management Sdn Bhd (In Liquidation)
LDP	:	Lion Development (Penang) Sdn Bhd
LDP Group	:	LDP and its subsidiaries and associated companies
LPB or the Company	:	Lion Posim Berhad
LPB Group	:	LPB and its subsidiaries
LICB	:	Lion Industries Corporation Berhad, the ultimate holding company of LPB
LICB Group	:	LICB and its subsidiaries and associated companies, excluding public companies
Likom Computer	:	Likom Computer System Sdn Bhd
Lion Mining	:	Lion Mining Limited
Lion Mining Group	:	Lion Mining and its subsidiaries and associated companies

Companies

LLB Steel	:	LLB Steel Industries Sdn Bhd
Omali	:	Omali Corporation Sdn Bhd
Parkson	:	Parkson Holdings Berhad
Parkson Group	:	Parkson and its subsidiaries and associated companies
Steelcorp	:	Steelcorp Sdn Bhd
Tirta	:	Tirta Enterprise Sdn Bhd
Trillionvest	:	Trillionvest Sdn Bhd
Umatrac	:	Umatrac Enterprises Sdn Bhd
Utara	:	Utara Enterprise Sdn Bhd
WCSB	:	William Cheng Sdn Bhd

CONTENTS

LETTER TO SHAREHOLDERS CONTAINING:

		PAGE
1.	INTRODUCTION	6
2.	DETAILS OF THE PROPOSED SHAREHOLDERS' MANDATE	7
3.	DETAILS OF THE RECURRENT TRANSACTIONS	10
4.	CONDITION OF THE PROPOSED SHAREHOLDERS' MANDATE	20
5.	EFFECTS OF THE PROPOSED SHAREHOLDERS' MANDATE	20
6.	ABSTENTION FROM VOTING	20
7.	DIRECTORS' RECOMMENDATION	21
8.	AGM	21
9.	FURTHER INFORMATION	21

APPENDIX I	-	INTERESTS OF THE INTERESTED DIRECTORS AND THE INTERESTED MAJOR SHAREHOLDERS IN THE RELATED PARTIES SET OUT IN PARAGRAPH 3.2 AS AT 30 SEPTEMBER 2026	22
APPENDIX II	-	INTERESTS OF THE RELATED PARTIES SET OUT IN PARAGRAPH 3.2 IN THE COMPANY AS AT 30 SEPTEMBER 2026	24

LION POSIM BERHAD

Registration No. 198201002310 (82056-X)
(Incorporated in Malaysia)

Registered Office:

Level 14, Lion Office Tower
No. 1 Jalan Nagasari
50200 Kuala Lumpur
Wilayah Persekutuan

26 October 2026

Directors:

Tan Sri Cheng Heng Jem (*Non-Independent Non-Executive Chairman*)
Cheng Hui Ya, Serena (*Executive Director)*
Tan Sri Abd Karim bin Shaikh Munisar (*Independent Non-Executive Director*)
Dr Folk Jee Yoong (*Independent Non-Executive Director*)
Liew Jee Min @ Chong Jee Min (*Independent Non-Executive Director*)

To: The Shareholders of Lion Posim Berhad

Dear Sir/Madam

PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE

1. INTRODUCTION

On 27 May 2025, the Company obtained the 2025 Shareholders' Mandate for recurrent related party transactions at the 42nd AGM in accordance with paragraph 10.09 of Chapter 10 of the Listing Requirements.

The Company had on 30 December 2025, announced that it had changed its financial year end from 31 December 2025 to 30 June 2026 to coincide with that of LICB, its ultimate holding company. As a result of the change in the financial year end, the 2025 Shareholders' Mandate which was obtained at the 42nd AGM held on 27 May 2025, was valid until 27 August 2026, being the date not later than 15 months after the date of the 42nd AGM pursuant to Section 340(2) of the Act.

On 26 August 2026, the Board further announced that the Company proposes to procure a renewal of the 2025 Shareholders' Mandate from its Shareholders for the Recurrent Transactions at the 43rd AGM.

The purpose of this Circular is to provide the Shareholders with information relating to the Proposed Shareholders' Mandate and to seek the Shareholders' approval on the Ordinary Resolution in respect of the same to be tabled as Special Business at the 43rd AGM to be held at the Meeting Hall, Level 16, Lion Office Tower, No. 1 Jalan Nagasari, 50200 Kuala Lumpur, Wilayah Persekutuan on Tuesday, 24 November 2026 at 10.00 am and at any adjournment thereof.

Disclosure has been made in the 2026 Annual Report of the Company on the breakdown of the aggregate value of transactions conducted pursuant to the 2025 Shareholders' Mandate during the 18-month financial period ended 30 June 2026, which amongst others, is based on the following information:

(a) the nature of the RRPTs entered into; and

(b) the class of related parties involved in the RRPTs and their relationship with the Company.

2. DETAILS OF THE PROPOSED SHAREHOLDERS' MANDATE

2.1 Paragraph 10.09 of Chapter 10 of the Listing Requirements and Paragraph 3.1.4 of Practice Note 12 in relation to the RRPTs

Under paragraph 10.09(2) of Chapter 10 of the Listing Requirements, a listed issuer may seek a mandate from its shareholders for RRPTs subject to the following:

(a) the transactions are in the ordinary course of business and are on terms not more favourable to the related party than those generally available to the public;

(b) the shareholder mandate is subject to annual renewal and disclosure is made in the annual report of the aggregate value of transactions conducted pursuant to the shareholder mandate during the financial year where the aggregate value is equal to or more than the threshold prescribed under paragraph 10.09(1) of the Listing Requirements;

(c) the listed issuer's circular to shareholders for the shareholder mandate includes the information as may be prescribed by Bursa Securities;

(d) in a meeting to obtain shareholder mandate, the interested director, interested major shareholder or interested person connected with a director or major shareholder; and where it involves the interest of an interested person connected with a director or major shareholder, such director or major shareholder, must not vote on the resolution to approve the transactions. An interested director or interested major shareholder must ensure that persons connected with him abstain from voting on the resolution approving the transactions; and

(e) the listed issuer immediately announces to Bursa Securities when the actual value of an RRPT entered into by the listed issuer, exceeds the estimated value of the RRPT disclosed in the circular by 10% or more and must include the information as may be prescribed by Bursa Securities in its announcement.

Transactions entered into between the listed issuer (or any of its wholly-owned subsidiaries) and its wholly-owned subsidiaries are excluded from the requirements of Chapter 10 of the Listing Requirements.

Paragraph 3.1.4 of Practice Note 12 states that the shareholder mandate is subject to annual renewal and any authority conferred by a shareholder mandate will only continue to be in force until:

(a) the conclusion of the first annual general meeting of the listed issuer following the general meeting at which such shareholder mandate was passed, at which time it will lapse, unless by a resolution passed at the meeting, the authority is renewed;

(b) the expiration of the period within which the next annual general meeting after that date is required to be held pursuant to Section 340(2) of the Act (but must not extend to such extension as may be allowed pursuant to Section 340(4) of the Act); or

(c) revoked or varied by resolution passed by the shareholders in general meeting,

whichever is the earlier.

Paragraph 3.1.5 of Practice Note 12 further states that in making the disclosure of the aggregate value of RRPTs conducted pursuant to the shareholder mandate in a listed issuer's annual report, a listed issuer must provide a breakdown of the aggregate value of the RRPTs made during the financial year, amongst others, based on the following information:

(a) the type of the RRPTs made; and

(b) the names of the related parties involved in each type of the RRPTs made and their relationship with the listed issuer.

Accordingly, the Company proposes to seek a renewal of the 2025 Shareholders' Mandate from its Shareholders for the Recurrent Transactions for the LPB Group to enter into transactions with the Related Parties which are of a revenue or trading nature and necessary for its day-to-day operations, on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders.

The Proposed Shareholders' Mandate, if approved, will take effect from the date of the passing of the Ordinary Resolution relating thereto at the 43rd AGM and will continue to be in force until the conclusion of the next AGM or until the expiration of the period within which the next AGM is required to be held pursuant to Section 340(2) of the Act (but must not extend to such extension as may be allowed pursuant to Section 340(4) of the Act) unless revoked or varied by a resolution passed by the Shareholders of the Company in a general meeting, whichever is the earlier.

2.2 Definitions

The definitions for "director", "major shareholder", "person connected", "related party" and "related party transaction" under the Listing Requirements are as follows:

- director
  - has the meaning given in Section 2(1) of the Capital Markets and Services Act 2007 and includes any person who is or was within the preceding 6 months of the date on which the terms of the transaction were agreed upon, a director of the listed issuer, its subsidiary or holding company or a chief executive of the listed issuer, its subsidiary or holding company.

- major shareholder
  - means a person who has an interest or interests in one or more voting shares in a corporation and the number or aggregate number of those shares, is:

    (a) 10% or more of the total number of voting shares in the corporation; or

    (b) 5% or more of the total number of voting shares in the corporation where such person is the largest shareholder of the corporation.

    For the purpose of this definition, "interest" shall have the meaning of "interests in shares" given in Section 8 of the Act. A major shareholder includes any person who is or was within the preceding 6 months of the date on which the terms of the transaction were agreed upon, a major shareholder of the listed issuer or any other corporation which is its subsidiary or holding company.

- person connected
  - in relation to a director or a major shareholder of a corporation ("Said Person") means such person who falls under any one of the following categories:

    (a) a family member of the Said Person, which family means such person who falls within any one of the following categories:

    (i) spouse;
    (ii) parent;
    (iii) child including adopted child and step-child;
    (iv) brother or sister; and
    (v) spouse of the person referred to in (iii) and (iv) above;

    (b) a trustee of a trust (other than a trustee for a share scheme for employees or pension scheme) under which the Said Person, or a family member of the Said Person, is the sole beneficiary;

    (c) a partner of the Said Person;

    (d) a person, or where the person is a body corporate, the body corporate or its directors, who is/are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Said Person;

(e) a person, or where the person is a body corporate, the body corporate or its directors, in accordance with whose directions, instructions or wishes the Said Person is accustomed or is under an obligation, whether formal or informal, to act;

(f) a body corporate in which the Said Person, or persons connected with the Said Person are entitled to exercise, or control the exercise of, not less than 20% of the votes attached to voting shares in the body corporate; or

(g) a body corporate which is a related corporation of the Said Person.

- related party
  - means a director, major shareholder or person connected with such director or major shareholder.

- related party transaction
  - means a transaction entered into by the listed issuer or its subsidiaries which involves the interest, direct or indirect, of a related party.

3. DETAILS OF THE RECURRENT TRANSACTIONS

3.1 Background

LPB is principally involved in investment holding. The LPB Group engages in a range of activities, principally those relating to the following sectors:

(a) Building materials and steel products - trading and distribution of building materials and steel products.

(b) Lubricants, petroleum products and automotive products - manufacturing, trading and distribution of petroleum products, trading and distribution of lubricants and automotive components.

(c) Others - investment holding, distribution and retailing of consumer products and provision of training services.

Due to the diversity and size of the LPB Group, it is anticipated that the LPB Group would, in the ordinary course of business, enter into transactions with classes of related parties set out in paragraph 3.2. It is likely that such transactions will occur with some degree of frequency and could arise at any time. Such transactions include the transactions described in paragraph 3.3.

The Company is seeking a renewal of the 2025 Shareholders' Mandate from its Shareholders which will continue to allow the LPB Group, in its normal course of business, to enter into categories of Recurrent Transactions referred to in paragraph 3.3 with the classes of Related Parties set out in paragraph 3.2 provided such transactions are undertaken on an arm's length basis and on normal commercial terms which are consistent with the LPB Group's usual business practices and policies, and on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders.

The details of the Recurrent Transactions to be dealt with at the 43rd AGM are set out in paragraph 3.3.

3.2 Classes of Related Parties

The Proposed Shareholders' Mandate will apply to the following classes of related parties:

Related Party	Note
Amble Bond Group	i
LAP Group	i and ii
LDP Group	i
LICB Group	i and ii(a)
Lion Mining Group	i
Parkson Group	i and ii

The abovementioned corporations are Related Parties as they are persons connected (as indicated by the respective Note) with:

Notes:

(i) Tan Sri Cheng Heng Jem (the Chairman and a major shareholder of LPB) who has an interest of 10% or more held directly and/or deemed via corporations in which he has more than 20% shareholding as set out in Appendix I of Part A of this Circular.

(ii) the companies listed below (major shareholders of LPB), each having an interest of 10% or more held directly and/or deemed via corporations wherein each has more than 20% shareholding as set out in Appendix I of Part A of this Circular:

(a) LICB
(b) AMSB
(c) LLB Steel
(d) Steelcorp

The interests of the Related Parties in the Company as at 30 September 2026 are set out in Appendix II of Part A of this Circular. Save as disclosed therein, none of the Related Parties has any other interest in the Company.

The interests of the Directors of LPB who do not consider themselves independent with regard to the Proposed Shareholders' Mandate ("Interested Directors") and the major shareholders of LPB that are deemed interested in the Proposed Shareholders' Mandate ("Interested Major Shareholders") as at 30 September 2026 are as follows:

	Direct Interest		Deemed Interest	
Name	**No. of LPB Shares**	**%^**	**No. of LPB Shares**	**%^**
Interested Directors				
Tan Sri Cheng Heng Jem[(1)]	400	*	170,186,190[(a)]	74.70
Cheng Hui Ya, Serena[(2)]	-	-	-	-
Interested Major Shareholders				
LICB	45,127,236	19.81	123,676,884[(b)]	54.29
AMSB	123,632,704	54.27	44,180[(c)]	0.02
LLB Steel	-	-	123,676,884[(b)]	54.29
Steelcorp	-	-	123,676,884[(b)]	54.29

Notes:

^ Based on the total number of issued shares of the Company, excluding 3,745,000 LPB Shares bought back by the Company and retained as treasury shares as at 30 September 2026.

* Negligible.

(1) Also a major shareholder of the Company and father of Cheng Hui Ya, Serena.

(2) Daughter of Tan Sri Cheng Heng Jem.

(a) Deemed interested by virtue of Section 8 of the Act held via Happyvest, AMSB, LICB, LCB, WCSB, LDP, Tirta, Amanvest, Horizon, Umatrac, Amble Bond, and Section 59(11)(c) of the Act held by his spouse, Puan Sri Chan Chau Ha @ Chan Chow Har.

(b) Deemed interested by virtue of Section 8 of the Act held via AMSB, LCB and Umatrac.

(c) Deemed interested by virtue of Section 8 of the Act held via LCB and Umatrac.

The interests of the Interested Directors and the Interested Major Shareholders in the Related Parties as at 30 September 2026 are set out in Appendix I of Part A of this Circular. Save as disclosed therein, none of the Interested Directors and the Interested Major Shareholders has any other interest in the Related Parties.

The interests of the persons connected with the Interested Directors and/or the Interested Major Shareholders ("Persons Connected") in LPB as at 30 September 2026 are as follows:

	Direct Interest		Deemed Interest	
Persons Connected	**No. of LPB Shares**	**%^**	**No. of LPB Shares**	**%^**
Puan Sri Chan Chau Ha @ Chan Chow Har [(1)]	3,061	*	-	-
Cheng Chai Hai[(2)]	100	*	-	-
LCB[(3)]	180	*	44,000[(a)]	0.02
Umatrac[(3)]	44,000	0.02	-	-
Amanvest[(3)]	36,432	0.02	-	-
Amble Bond[(3)]	496	*	-	-
Happyvest[(3)]	91,241	0.04	531,300[(b)]	0.23
Horizon[(3)]	5,344	*	-	-
LDP[(3)]	734,745	0.32	627,885[(c)]	0.28
Tirta[(3)]	494,868	0.22	-	-
WCSB[(3)]	15,883	0.01	-	-

Notes:

^ Based on the total number of issued shares of the Company, excluding a total of 3,745,000 LPB Shares bought back by the Company and retained as treasury shares as at 30 September 2026.

* Negligible.

(a) Deemed interested by virtue of Section 8 of the Act held via Umatrac.

(b) Deemed interested by virtue of Section 8 of the Act held via Tirta and Amanvest.

(c) Deemed interested by virtue of Section 8 of the Act held via Happyvest, Tirta, Amanvest and Horizon.

The Persons Connected having interests in the Company do not consider themselves independent in respect of the Proposed Shareholders' Mandate by virtue of the following:

(1) Spouse of Tan Sri Cheng Heng Jem and mother of Cheng Hui Ya, Serena.

(2) Sister of Tan Sri Cheng Heng Jem.

(3) Company in which Tan Sri Cheng Heng Jem has a direct and/or deemed interest of more than 20% as at 30 September 2026.

Save as disclosed above, none of the other Directors, major shareholders and/or persons connected with them has any interest, direct or deemed, in the Proposed Shareholders' Mandate.

3.3 Nature of Recurrent Transactions

The Recurrent Transactions which will be covered by the Proposed Shareholders' Mandate and the benefits to be derived from them are transactions by the LPB Group relating to the provision of, or obtaining from, the Related Parties, products and services in the normal course of business of the LPB Group comprising the following transactions:

Nature of Transactions	Related Parties	Estimated Value[(1)]	2025 Shareholders' Mandate	
			Estimated Value[(2)]	Actual Value[(3)]
		(RM'000)	(RM'000)	(RM'000)
(a) Trading and distribution				
(i) Purchase of steel bars, wire rods, scrap iron, hot rolled coils, billets, building materials and other related products and services	Amble Bond Group LDP Group LICB Group Lion Mining Group LAP Group	450,000	450,000	340,795
(ii) Sale of steel bars, wire rods, scrap iron, hot rolled coils, billets, building materials and other related products and services	Amble Bond Group LICB Group Parkson Group Lion Mining Group LAP Group LDP Group	200,000	200,000	52,472
(iii) Sale of lubricants, spark plugs and other automotive products and petroleum products	Amble Bond Group LAP Group LICB Group Parkson Group LDP Group Lion Mining Group	20,000	20,000	648

Nature of Transactions	Related Parties	Estimated Value[(1)]	2025 Shareholders' Mandate	
			Estimated Value[(2)]	Actual Value[(3)]
		(RM'000)	(RM'000)	(RM'000)
(b) Others				
(i) Sale of consumer products	Parkson Group	3,000	3,000	418
(ii) Obtaining of management services	LICB Group	5,000	5,000	3,441

None of the actual value transacted pursuant to the 2025 Shareholders' Mandate exceeded the estimated value disclosed to the Shareholders in the Circular in relation to the 2025 Shareholders' Mandate.

Notes:

(1) The estimated value from the date of the 43rd AGM to the next AGM to be held by December 2027 is based on the aggregate amount over a 12-month period ended 30 June 2026 after taking into consideration the transactions which will be entered into in the foreseeable future. The estimated value may be subject to changes.

(2) The estimated value as set out in the 2025 Shareholders' Mandate.

(3) The actual value transacted from the date on which the 2025 Shareholders' Mandate was obtained up to 27 August 2026.

The Recurrent Transactions are subject to the review procedures as set out in paragraph 3.5.

3.4 Outstanding Related Party Receivables

The breakdown of the outstanding receivables under the Recurrent Transactions which exceeded the credit terms as at 30 June 2026 are as follows:

	RM'000
a period of 1 year or less	6,603
a period of more than 1 to 3 years	23,340
a period of more than 3 to 5 years	89,971
a period of more than 5 years	155,862
Total	275,776

Note:

Late payment could be charged on significant overdue balances up to 18% per annum based on normal trade terms and recognised on cash basis.

The measures currently undertaken by the Management in recovering the outstanding receivables from the Related Parties are set out below:

(i) The Management closely monitors the overdue and significant debts due from each Related Party and continues to send reminders and/or letters of demand until the overdue accounts are settled.

(ii) The Audit and Risk Management Committee is updated monthly on the status of the outstanding receivables for monitoring purposes.

(iii) The Audit and Risk Management Committee advised the Management and the Treasury Department to take more effective measures on the collections.

The Management has been meeting on a quarterly basis with the Related Parties to actively pursue the settlement of the outstanding amounts. The Management last engaged with the Related Parties in August 2026.

The outstanding receivables under the Recurrent Transactions as at 30 June 2026 which exceeded credit terms as set out in the table above include the amounts owed by the following 2 wholly-owned subsidiaries of LDHB:

(i) Lion DRI Sdn Bhd ("Lion DRI") - RM52 million; and
(ii) Graimpi Sdn Bhd (In Liquidation) ("Graimpi") - RM103.7 million.

The Management had in the financial year ended 30 June 2016 fully impaired the outstanding receivables owed by Lion DRI and Graimpi due to the prolonged period in recovering the outstanding receivables. Any subsequent collection of the outstanding receivables would result in the reversal of the impairment of the amount collected.

LDHB, the holding company of Lion DRI and Graimpi, had been ordered by the Kuala Lumpur High Court ("Court") on 15 October 2019 that it be wound up under the provisions of the Act. The liquidator appointed by the Court is managing the investments of LDHB in all its subsidiaries, including Lion DRI and Graimpi which involve winding-up or divesting the subsidiaries where applicable.

None of the Recurrent Transactions contemplated under the Proposed Shareholders' Mandate would be undertaken with the LDHB Group.

Except for the aforementioned, the Board is confident in the recoverability of the outstanding receivables of approximately RM120.0 million from other Related Parties, particularly from the LICB Group, as they have long-standing and continuous business relationship with the Group and have been making repayment of the outstanding receivables; and lienholder caveat on 2 parcels of land were entered as securities for the outstanding receivables owing by the Lion Mining Group. There are active two-way trading between the Group and certain Related Parties.

3.5 Review Procedures for RRPTs

The LPB Group has established the following methods and procedures to ensure that all RRPTs are undertaken on an arm's length basis and on normal commercial terms, which are consistent with the LPB Group's usual business practices and policies, and on terms not more favourable to the related parties than those generally available to the public and are not to the detriment of the minority shareholders:

(a) A list of related parties will be circulated within the LPB Group and it will be updated for any subsequent changes. The related parties will also be notified that all RRPTs are required to be undertaken on an arm's length basis and on normal commercial terms, and on terms which are not more favourable to the related parties than those generally available to the public and are not to the detriment of the minority shareholders.

(b) RRPTs will be reviewed and authorised by the following parties:

Nature of Recurrent Transactions	**Equal to or exceeding (per purchase contract or purchase order) RM**	**Less than (per purchase contract or purchase order) RM**	**Authority Levels**
Steel related as set out in paragraph 3.3 (a)(i) and (a)(ii)		<10,000,000	Accountant/Chief Accountant/Financial Controller and General Manager
	≥10,000,000	<50,000,000	General Manager and Managing Director/ Executive Director/ Director
	≥50,000,000		Audit and Risk Management Committee
Others as set out in paragraph 3.3 (a)(iii) and paragraph 3.3 (b)		<1,000,000	Accountant/Chief Accountant/ Financial Controller and General Manager
	≥1,000,000	<5,000,000	General Manager and Managing Director/ Executive Director/ Director
	≥5,000,000		Audit and Risk Management Committee

If a member of the Audit and Risk Management Committee has an interest, as the case may be, he will abstain from any decision making by the Audit and Risk Management Committee in respect of the said transaction.

(c) Records will be maintained by the LPB Group to capture all RRPTs which are entered into pursuant to the Proposed Shareholders' Mandate.

(d) The annual internal audit plan shall incorporate a review of all RRPTs which will be entered into pursuant to the Proposed Shareholders' Mandate to ensure that relevant approvals have been obtained and review procedures in respect of such transactions are adhered to.

(e) The Audit and Risk Management Committee shall review the internal audit reports to ascertain that the guidelines and procedures established to monitor all RRPTs have been complied with.

(f) The Board and the Audit and Risk Management Committee shall have overall responsibility for the determination of the review procedures with authority to sub-delegate to individuals or committees within the LPB Group as they deem appropriate. Such review methods and procedures may be modified, supplemented or replaced from time to time by the Audit and Risk Management Committee.

(g) The transaction prices, terms and conditions are determined as follows:

(i) by the prevailing market forces, under similar commercial terms for transactions with third parties which depend on the demand and supply of the products/services in the market.

(ii) on an arm's length basis and on normal commercial terms which are consistent with the LPB Group's usual business practices and policies. Price and terms offered to/by the related parties are fair and reasonable and comparable to those offered to/by other unrelated third parties for the same or substantially similar type of products/services and/or quantities.

(iii) on competitive commercial terms. The LPB Group shall identify various sources of supply to secure at least 3 quotations which shall be documented in the "Price Comparison Summary cum Approval Form". In the event less than 3 quotations are available from unrelated third parties for comparison due to limited sources of supply or potential suppliers' unwillingness to quote, reference shall be made to published market reports, if available, pertaining to transactions of similar products concluded in other markets. In such event, the Company will ensure that the RRPT is not detrimental to the LPB Group.

(iv) by evaluating and shortlisting vendors prior to price negotiations by the Purchasing Department, based on the following criteria:

a. price competitiveness
b. quality
c. experience
d. delivery/service
e. credit term
f. technical capability
g. financial strength

After price negotiation, the Purchasing Department shall recommend the selection of potential/successful supplier for approval by appropriate authority level.

(v) where appropriate, by conducting a valuation or appraisal of the market value of a transaction by an independent expert and by obtaining additional quotations from third parties for the purpose of performing an independent and balanced assessment, evaluation and comparison of the price, terms and conditions prior to making a decision to enter into the transaction.

(vi) when quality, payment and other terms and conditions are equal, by the awarding of an order/contract to the supplier with the lowest negotiated price.

(vii) by evaluating the vendors' performance via feedback from user departments with regard to delivery performance, quality of material and after sales service.

3.6 Rationale for the Proposed Shareholders' Mandate and Benefit to the LPB Group and its Shareholders

The manufacturing, trading and distribution businesses are the principal businesses of the LPB Group. The classes of Related Parties listed in paragraph 3.2 are also involved in similar or complementary businesses of the LPB Group. It is therefore in the interest of the LPB Group to transact with the Related Parties (in addition to their transactions with third parties in the ordinary course of business) so that the LPB Group can enjoy synergistic benefits. In addition, the LPB Group is also able to provide and obtain management and support services to/from the Related Parties at competitive prices.

The LPB Group has benefited from the long established relationships with the Related Parties through the years as the Related Parties are well established players in their respective industries with vast expertise and resources. The goods/services provided by the Related Parties are competitively priced and can be obtained at short notice in order to meet the tight orders of the LPB Group's customers. The LPB Group can also enjoy the lowest cost through bulk purchase arrangements. The sale of goods/services to the Related Parties provides the LPB Group with synergistic benefits to meet business opportunities and is consistent with the LPB Group's corporate objectives of expanding the customer base for its products while providing business security.

Given the complementary nature of the activities of the members of the LPB Group and that of the Related Parties, as well as the fact that such activities are in the ordinary course of business of both the LPB Group and the Related Parties, it is anticipated that the Recurrent Transactions would occur on a frequent and recurrent basis.

The Proposed Shareholders' Mandate is intended to facilitate transactions in the ordinary course of business of the LPB Group which are transacted from time to time with the specified classes of Related Parties, provided that they are undertaken on an arm's length basis and on normal commercial terms which are consistent with the LPB Group's usual business practices and policies, and on terms not more favourable to the Related Parties than those generally available to and/or from the public and are, in the Company's opinion, not detrimental to the minority shareholders.

The Proposed Shareholders' Mandate, if approved by the Shareholders, would eliminate the need to make announcements to Bursa Securities or to convene general meetings from time to time to seek Shareholders' approval as and when potential Recurrent Transactions with the specified classes of Related Parties arise. This will substantially reduce the expenses associated with convening of general meetings on an ad hoc basis, improve administrative efficiency considerably and allow resources to be channelled towards attaining other corporate objectives.

3.7 Audit and Risk Management Committee Statement

The Audit and Risk Management Committee of the Company has seen and reviewed the procedures mentioned in paragraph 3.5 and is of the view that:

(i) the said procedures are sufficient to ensure that the Recurrent Transactions are not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders;

(ii) the LPB Group has in place adequate procedures and processes to monitor, track and identify RRPTs in a timely and orderly manner, and such procedures and processes are reviewed on a yearly basis or whenever the need arises; and

(iii) the Proposed Shareholders' Mandate is in the best interest of the LPB Group, fair, reasonable and on normal commercial terms, and not detrimental to the interest of the minority shareholders.

4. CONDITION OF THE PROPOSED SHAREHOLDERS' MANDATE

The Proposed Shareholders' Mandate is subject to the approval of the Shareholders of the Company at the 43rd AGM.

5. EFFECTS OF THE PROPOSED SHAREHOLDERS' MANDATE

The Proposed Shareholders' Mandate is not expected to have any effect on the issued share capital, earnings and net assets of the LPB Group, and substantial shareholders' shareholding in the Company.

6. ABSTENTION FROM VOTING

The Interested Directors (as set out in paragraph 3.2) who are interested in the Recurrent Transactions with the respective Related Parties to the extent as set out in paragraph 3.2 have abstained and will continue to abstain from board deliberation and voting on the resolution pertaining to the Proposed Shareholders' Mandate. The Interested Directors, the Interested Major Shareholders (as set out in paragraph 3.2) and the Persons Connected (as set out in paragraph 3.2) who have interests, direct and/or deemed, in the Recurrent Transactions will abstain from voting in respect of their direct and/or deemed shareholdings on the resolution relating to the Proposed Shareholders' Mandate at the 43rd AGM. The Interested Directors and the Interested Major Shareholders will undertake to ensure that the Persons Connected will abstain from voting in respect of their direct and/or deemed shareholdings on the resolution deliberating or approving the Proposed Shareholders' Mandate at the 43rd AGM.

7. DIRECTORS' RECOMMENDATION

The Board (with the exception of the Interested Directors) is of the opinion that the Proposed Shareholders' Mandate is in the best interest of the LPB Group. For the reasons stated in paragraph 3.6, the Board (with the exception of the Interested Directors) recommends that Shareholders vote in favour of the Ordinary Resolution in respect of the Proposed Shareholders' Mandate to be tabled at the 43rd AGM.

8. AGM

The 43rd AGM, as convened by the Notice incorporated in the 2026 Annual Report, will be held at the Meeting Hall, Level 16, Lion Office Tower, No. 1 Jalan Nagasari, 50200 Kuala Lumpur, Wilayah Persekutuan on Tuesday, 24 November 2026 at 10.00 am.

The 2026 Annual Report is available on the website of the Company at www.lion.com.my/posim-agm.

9. FURTHER INFORMATION

Shareholders are requested to refer to Annexure I contained in this Circular for further information.

Yours faithfully
For and on behalf of the Board
LION POSIM BERHAD

TAN SRI ABD KARIM BIN SHAIKH MUNISAR
Independent Director

INTERESTS OF THE INTERESTED DIRECTORS AND THE INTERESTED MAJOR SHAREHOLDERS IN THE RELATED PARTIES SET OUT IN PARAGRAPH 3.2 AS AT 30 SEPTEMBER 2026

(i) Tan Sri Cheng Heng Jem

(a) Amble Bond Group

Direct interest : 85.00%
Deemed interest : By virtue of his spouse, Puan Sri Chan Chau Ha @ Chan Chow Har's 14.00% direct interest in Amble Bond.

(b) LAP Group

Direct interest : Nil
Deemed interest : 66.66% held via Omali and AMB Venture.

(c) LDP Group

Direct interest : 98.40%
Deemed interest : By virtue of Section 8 of the Act (1.00%) held via Utara.

(d) LICB Group

Direct interest : 32.72%
Deemed interest : By virtue of Section 8 of the Act (1.87%) held via Amanvest, Tirta, Trillionvest, LCE and LDH Mgmt.

(e) Lion Mining Group

Direct interest : 100%
Deemed interest : Nil

(f) Parkson Group

Direct interest : 24.97%
Deemed interest : By virtue of Section 8 of the Act (29.53%) held via Likom Computer, LCB, LICB, LPB, AMSB, Deluxe, Excel Step and Trillionvest.

(ii) LICB

(a) LAP Group

Direct interest : Nil
Deemed interest : 66.66% held via Omali and AMB Venture.

(b) LICB Group

Interested in its subsidiaries and associated companies.

(c) Parkson Group

Direct interest : 6.15%
Deemed interest : By virtue of Section 8 of the Act (20.34%) held via LCB, LPB and AMSB.

(iii) AMSB

(a) LAP Group

Direct interest : Nil
Deemed interest : 66.66% held via Omali and AMB Venture.

(b) Parkson Group

Direct interest : 15.45%
Deemed interest : By virtue of Section 8 of the Act (4.89%) held via LCB and LPB.

(iv) LLB Steel and Steelcorp

(a) LAP Group

Direct interest : Nil
Deemed interest : 66.66% held via Omali and AMB Venture.

(b) Parkson Group

Direct interest : Nil
Deemed interest : By virtue of Section 8 of the Act (20.34%) held via LCB, LPB and AMSB.

INTERESTS OF THE RELATED PARTIES SET OUT IN PARAGRAPH 3.2 IN THE COMPANY AS AT 30 SEPTEMBER 2026

	Related Parties	Direct Interest		Deemed Interest	
		No. of LPB Shares	%^	No. of LPB Shares	%^
1.	Amble Bond	496	*	-	-
2.	LDP	734,745	0.32	627,885[(a)]	0.28
	Through its subsidiaries:				
	Amanvest	36,432	0.02	-	-
	Happyvest	91,241	0.04	531,300[(b)]	0.23
	Horizon	5,344	*	-	-
	Tirta	494,868	0.22	-	-
3.	LICB	45,127,236	19.81	123,676,884[(c)]	54.29
	Through its subsidiary:				
	AMSB	123,632,704	54.27	44,180[(d)]	0.02

Notes:

^ Based on the total number of issued shares of the Company, excluding 3,745,000 LPB Shares bought back by the Company and retained as treasury shares as at 30 September 2026.

* Negligible.

(a) Deemed interested by virtue of Section 8 of the Act held via Amanvest, Happyvest, Horizon and Tirta.

(b) Deemed interested by virtue of Section 8 of the Act held via Tirta and Amanvest.

(c) Deemed interested by virtue of Section 8 of the Act held via AMSB, LCB and Umatrac.

(d) Deemed interested by virtue of Section 8 of the Act held via LCB and Umatrac.

PART B

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE PROPOSED AMENDMENTS TO THE CONSTITUTION OF THE COMPANY

DEFINITIONS

Except where the context otherwise requires, the following definitions shall apply throughout Part B of this Circular:

AGM	:	Annual General Meeting of the Company
Board	:	Board of Directors of LPB
Constitution	:	Constitution of the Company
LPB or the Company	:	Lion Posim Berhad
Proposed Amendments to the Constitution	:	Proposed amendments to certain clauses of the Constitution of the Company with details set out in Appendix A of Part B of this Circular

CONTENTS

LETTER TO SHAREHOLDERS CONTAINING:

		PAGE
1.	INTRODUCTION	28
2.	DETAILS OF THE PROPOSED AMENDMENTS TO THE CONSTITUTION	28
3.	RATIONALE FOR THE PROPOSED AMENDMENTS TO THE CONSTITUTION	29
4.	APPROVAL REQUIRED	29
5.	EFFECTS OF THE PROPOSED AMENDMENTS TO THE CONSTITUTION	29
6.	DIRECTORS' AND MAJOR SHAREHOLDERS' INTERESTS	29
7.	DIRECTORS' RECOMMENDATION	29
8.	AGM	29
9.	FURTHER INFORMATION	29
APPENDIX A	- PROPOSED AMENDMENTS TO THE CONSTITUTION OF THE COMPANY	30

LION POSIM BERHAD

Registration No. 198201002310 (82056-X)
(Incorporated in Malaysia)

Registered Office:

Level 14, Lion Office Tower
No. 1 Jalan Nagasari
50200 Kuala Lumpur
Wilayah Persekutuan

26 October 2026

Directors:

Tan Sri Cheng Heng Jem (*Non-Independent Non-Executive Chairman*)
Cheng Hui Ya, Serena (*Executive Director)*
Tan Sri Abd Karim bin Shaikh Munisar (*Independent Non-Executive Director*)
Dr Folk Jee Yoong (*Independent Non-Executive Director*)
Liew Jee Min @ Chong Jee Min (*Independent Non-Executive Director*)

To: The Shareholders of Lion Posim Berhad

Dear Sir/Madam

PROPOSED AMENDMENTS TO THE CONSTITUTION OF THE COMPANY

1. INTRODUCTION

On 26 August 2026, the Board announced that the Company proposes to seek approval of its Shareholders for the Proposed Amendments to the Constitution at the forthcoming 43rd AGM.

The purpose of this Circular is to provide the Shareholders with information relating to the Proposed Amendments to the Constitution and to seek Shareholders' approval on the Special Resolution in respect of the same to be tabled as Special Business at the 43rd AGM to be held at the Meeting Hall, Level 16, Lion Office Tower, No. 1 Jalan Nagasari, 50200 Kuala Lumpur, Wilayah Persekutuan on Tuesday, 24 November 2026 at 10.00 am and at any adjournment thereof.

2. DETAILS OF THE PROPOSED AMENDMENTS TO THE CONSTITUTION

Details of the Proposed Amendments to the Constitution are set out in Appendix A of Part B of this Circular.

3. RATIONALE FOR THE PROPOSED AMENDMENTS TO THE CONSTITUTION

The Proposed Amendments to the Constitution is intended to enhance administrative efficiency and to reflect the need to align with changes to the legal and regulatory developments, and current best practices.

4. APPROVAL REQUIRED

The Proposed Amendments to the Constitution is subject to the approval of the Shareholders of the Company at the 43rd AGM.

5. EFFECTS OF THE PROPOSED AMENDMENTS TO THE CONSTITUTION

The Proposed Amendments to the Constitution is not expected to have any effect on the issued share capital, earnings and net assets of the Company, and substantial shareholders' shareholding in the Company.

6. DIRECTORS' AND MAJOR SHAREHOLDERS' INTERESTS

None of the Directors and major shareholders of the Company and/or persons connected with them has any interest, direct or deemed, in the Proposed Amendments to the Constitution.

7. DIRECTORS' RECOMMENDATION

The Board is of the opinion that the Proposed Amendments to the Constitution is in the best interest of the Company and accordingly, recommends that Shareholders vote in favour of the Special Resolution in respect of the Proposed Amendments to the Constitution to be tabled at the 43rd AGM.

8. AGM

The 43rd AGM, as convened by the Notice incorporated in the 2026 Annual Report, will be held at the Meeting Hall, Level 16, Lion Office Tower, No. 1 Jalan Nagasari, 50200 Kuala Lumpur, Wilayah Persekutuan on Tuesday, 24 November 2026 at 10.00 am.

The 2026 Annual Report is available on the website of the Company at www.lion.com.my/posim-agm.

9. FURTHER INFORMATION

Shareholders are requested to refer to Annexure I contained in this Circular for further information.

Yours faithfully
For and on behalf of the Board
LION POSIM BERHAD

TAN SRI CHENG HENG JEM
Chairman

LION POSIM BERHAD
Registration No. 198201002310 (82056-X)
(Incorporated in Malaysia)

PROPOSED AMENDMENTS TO THE CONSTITUTION OF THE COMPANY

Clause No.	Existing	New
6	Interpretation "CD-ROM" - means compact disc ready-only memory;	Interpretation ~~"CD-ROM" - means compact disc ready-only memory;~~
49	The Company may by special resolution: (a) consolidate and divide all or any of its share capital, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the shares from which the subdivided share is derived; or (b) subdivide its shares or any of the shares, whether is in the subdivision, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived.	The Company may by ~~special~~ **a** resolution: (a) consolidate and divide all or any of its share capital, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the ~~shares~~ **share** from which the subdivided share is derived; or (b) subdivide its shares or any of the shares, whether is in the subdivision, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived.
71(a)	If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, his committee or trustee or such other person as properly has the management of his estate may exercise any rights of the Member in relation to a meeting of Members as if the committee, trustee or other person were the Member. No person claiming to vote pursuant to this Clause shall do so unless such evidence as the Directors may require of his authority shall have been deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting at which he intends to vote.	If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, his committee or trustee or such other person as properly has the management of his estate may exercise any rights of the Member in relation to a meeting of Members as if the committee, trustee or other person were the Member. No person claiming to vote pursuant to this Clause shall do so unless such evidence as the Directors may require of his authority shall have been deposited at the ~~registered office~~ **office of the registrar** of the Company **or at such other place within Malaysia as specified,** not less than 48 hours before the time for holding the meeting at which he intends to vote.

Clause No.	Existing	New
75	An instrument appointing a proxy must be in the following form or in a form that is as similar to the following form as the circumstances allow: **LION FOREST INDUSTRIES BERHAD** I/We, (name of Member) of (address), being a Member/Members of the Company, hereby appoint (name of proxy) of (address) or failing whom, (name of proxy) of (address) as my/our proxy to vote for me/us and on my/our behalf at the *Annual/Extraordinary General Meeting of the Company to be held at (place) on (date) at (time) and at any adjournment thereof. Resolutions For Against Please indicate with an "X" how you wish your vote to be cast. If no specific direction as to voting is given, the proxy will vote or abstain at his discretion. As witness my/our hand this day of No. of shares: Signed:	~~An instrument appointing a proxy must be in the following form or in a form that is as similar to the following form as the circumstances allow:~~ **The instrument appointing a proxy shall be in the form or to the effect of the following or in any other form including an electronic form, which the Directors may from time to time prescribe or approve:** **LION POSIM BERHAD** I/We, (name of Member) of (address), being a Member/Members of the Company, hereby appoint (name of proxy) of (address) or failing whom, (name of proxy) of (address) as my/our proxy to vote for me/us and on my/our behalf at the *Annual/Extraordinary General Meeting of the Company to be held at (place) on (date) at (time) and at any adjournment thereof. Resolutions For Against Please indicate with an "X" how you wish your vote to be cast. If no specific direction as to voting is given, the proxy will vote or abstain at his discretion. As witness my/our hand this day of No. of shares: Signed:

Clause No.	Existing	New
77	An instrument appointing a proxy will not be treated as valid unless the instrument and the power of attorney or other authority (if any) under which the instrument is signed or a notarially certified copy of that power or authority, is or are deposited, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, (in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll), at the registered office of the Company or at such other place as is specified for that purpose in the notice convening the meeting. Completed form of proxy sent through facsimile transmission or any electronic or digital manner shall not be accepted.	An instrument appointing a proxy will not be treated as valid unless the instrument and the power of attorney or other authority (if any) under which the instrument is signed or a notarially certified copy of that power or authority, is or are deposited, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, (in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll), at the ~~registered office~~ **office of the registrar** of the Company or at such other place ~~as is specified for that purpose in the notice convening the meeting. Completed form of proxy sent through facsimile transmission or any electronic or digital manner shall not be accepted~~ **within Malaysia or at the electronic address as specified by the Company**.
79	A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid despite the previous death or unsoundness of mind of the principal, the revocation of the instrument (or of the authority under which the instrument was executed) or of the power, if no intimation in writing of such death, unsoundness of mind or revocation has been received by the Company at the registered office at least 1 hour before the commencement of the meeting or adjourned meeting (or in the case of a poll before the time appointed for the taking of the poll) at which the instrument is used or the power is exercised.	A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid despite the previous death or unsoundness of mind of the principal, the revocation of the instrument (or of the authority under which the instrument was executed) or of the power, if no intimation in writing of such death, unsoundness of mind or revocation has been received by the Company at the ~~registered office~~ **office of the registrar of the Company** ~~at least 1 hour~~ before the commencement of the meeting or adjourned meeting (or in the case of a poll before the time appointed for the taking of the poll) at which the instrument is used or the power is exercised.

Clause No.	Existing	New
140	The Directors shall from time to time in accordance with Sections 248 and 252 of the Act cause to be prepared and laid before the Company in meeting of Members such financial statements and directors' report as are referred to in the sections. The interval between the close of a financial year of the Company and the issue of annual audited financial statements relating to that financial year, the directors' and auditors' reports shall not exceed 4 months. A copy of each such documents shall, not less than 21 days before the date of the meeting, in the printed form or in CD-ROM or in such other form of electronic media, be sent to every Member and to every holder of debentures (if any) of the Company in accordance with the provisions of the Act or this Constitution provided that this Clause shall not require a copy of these documents to be sent to any person of whose address the Company is not aware but any Member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the registered office of the Company. In the event annual report is sent in CD-ROM form or in such other form of electronic media, and a Member requires a printed form of such documents, the Company shall send such documents to the Member.	The Directors shall from time to time in accordance with Sections 248 and 252 of the Act cause to be prepared and laid before the Company in meeting of Members such financial statements and directors' report as are referred to in the sections. The interval between the close of a financial year of the Company and the issue of annual audited financial statements relating to that financial year, the directors' and auditors' reports shall not exceed 4 months. A copy of each such documents shall, not less than 21 days before the date of the meeting, in the printed form ~~or in CD-ROM~~ or in such ~~other~~ form of electronic media **or any combination thereof permitted under the Act and the Listing Requirements**, be sent to every Member and to every holder of debentures (if any) of the Company in accordance with the provisions of the Act or this Constitution provided that this Clause shall not require a copy of these documents to be sent to any person of whose address the Company is not aware ~~but any Member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the registered office of the Company~~. In the event annual report is sent in ~~CD-ROM form or in such other~~ **the** form of electronic media, and a Member requires a printed form of such documents, the Company shall send such documents to the Member.

ANNEXURE I

FURTHER INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

This Circular has been seen and approved by the Directors who individually and collectively accept full responsibility for the accuracy of the information given herein and confirm that, after making all reasonable enquiries to the best of their knowledge and belief, there are no other facts, the omission of which would make any statement herein misleading.

2. MATERIAL CONTRACTS

Neither Lion Posim Berhad ("LPB" or the "Company") nor any of its subsidiaries has entered into any contract which are material within the 2 years preceding the date of this Circular, other than contracts entered into in the ordinary course of business.

3. MATERIAL LITIGATION, CLAIMS OR ARBITRATION

Neither LPB nor any of its subsidiaries is engaged in any material litigation, claims or arbitration, either as plaintiff or defendant, which has a material effect on the financial position of LPB and/or its subsidiaries and the Directors have no knowledge of any proceedings pending or threatened against LPB and/or its subsidiaries or of any fact likely to give rise to any proceeding which may materially and adversely affect the financial position of LPB and/or its subsidiaries.

4. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection by Shareholders of the Company at the Registered Office of the Company at Level 14, Lion Office Tower, No. 1 Jalan Nagasari, 50200 Kuala Lumpur, Wilayah Persekutuan during normal business hours from Mondays to Fridays (except public holidays) from the date of this Circular up to and including the date of the 43rd Annual General Meeting of the Company:

(a) Constitution of the Company; and

(b) Audited consolidated financial statements of the Company for the past 2 financial year/period ended 31 December 2024 and 30 June 2026.