

FLAGSHIP COMMUNITIES REAL ESTATE INVESTMENT TRUST

EXECUTIVE CLAWBACK POLICY

Effective Date: February 15, 2024

1. Objective and Scope

The purpose of this Executive Clawback Policy (the “**Policy**”) is to provide a measure of accountability and to ensure that the incentive compensation paid by Flagship Communities Real Estate Investment Trust and its subsidiaries (collectively, the “**REIT**”) is based on accurate financial and operational data. The trustees of the REIT (“**Trustees**”) believe that it is in the REIT’s best interests to establish and reserve the right to require disgorgement and/or cancellation of all or a portion of any cash bonus paid or awarded to an Executive Officer (as defined below), as the case may be, on or after February 15, 2024 (“**Incentive Remuneration**”), resulting from a Malfeasance Event (as defined below). To achieve this goal, the Board of Trustees (the “**Board**”) has delegated to the Compensation, Governance and Nominating Committee of the Board (the “**Committee**”) the responsibility for establishing procedures for, and reviewing and reporting to the Board on, any Malfeasance Event (as defined below) that could lead to the required disgorgement of any Incentive Remuneration.

This Policy applies to the Chief Executive Officer, the Chief Financial Officer, the Chief Investment Officer, the Chief Operating Officer and any other “executive officer” (as defined under applicable Canadian securities laws) of the REIT (the “**Executive Officers**” and “**Executive Officer**” shall mean any one of them).

2. Malfeasance Event

A “**Malfeasance Event**” shall be determined to have occurred if the REIT is required to publicly issue an accounting restatement of all or a portion of the REIT’s interim or annual financial statements included in the REIT’s public disclosure documents (a “**Financial Restatement**”) or there has been material injury to the REIT’s reputation or business relationships, in each case due or partially due to, directly or indirectly, one or more Executive Officers having (i) engaged in fraud, intentional misconduct or gross negligence, or (ii) committed a material breach of the REIT’s Code of Business Conduct and Ethics (any such Executive Officer referred to as a “**Breaching Officer**”).

For greater certainty, a Financial Restatement shall not include a restatement of all or a portion of the REIT’s interim or annual financial statements included in the REIT’s public disclosure documents solely due to, or in compliance with, changes in accounting policy by the REIT or in rules or interpretations under International Financial Reporting Standards applicable to the REIT.

3. Determination of a Malfeasance Event

The Committee will:

- determine, acting reasonably, whether a Malfeasance Event has occurred;
- if it so determines, review the Malfeasance Event to determine if and to what extent the applicable Breaching Officer(s) has or have received all or part of any Incentive Remuneration as a result of the REIT’s financial results that were subject to or affected by

a Financial Restatement or material injury to the REIT's reputation or business relationships resulting from such Malfeasance Event; and

- if it so further determines, report the extent of, and the facts and circumstances related to, such Malfeasance Event and receipt of Incentive Remuneration to the independent Trustees (the "**Independent Trustees**").

4. Clawback

If the Independent Trustees receive a report of a Malfeasance Event in accordance with Section 3, the Independent Trustees will review the matter and take such action as they reasonably determine in their discretion, subject to applicable law and on the advice of external legal counsel, is in the best interests of the REIT and fairly addresses the matter, including without limitation, requiring disgorgement or reimbursement of all or any portion of any Incentive Remuneration paid or awarded in the 24 month period prior to the date on which the Board determines that the Financial Restatement was required or that material injury to the REIT's reputation or business relationships occurred, by the Breaching Officer that would not have been paid or awarded but for the Malfeasance Event.

For greater certainty, any amount of Incentive Remuneration that shall be required to be reimbursed by a Breaching Officer or any reduction in Incentive Remuneration that would otherwise be payable to and/or vest in respect of a Breaching Officer shall be determined on an after-tax basis.

Notwithstanding the above, the Independent Trustees shall have the discretion to refrain from seeking recovery of any part of the Incentive Remuneration of a Breaching Officer attributable to a Malfeasance Event to the extent they determine, on the advice of external legal counsel, that:

- (a) to seek such recovery would be unreasonable, impracticable or not permitted by applicable law, or
- (b) it would be in the best interests of the REIT to refrain from seeking such recovery.

In exercising their discretion under this Section 4, the Independent Trustees shall take into account such considerations they deem appropriate in the circumstances.

5. Due Process

Before the Independent Trustees make a determination to seek recovery pursuant to this Policy, they may, where in their sole and absolute discretion they determine the facts and circumstances are such that it is practical and appropriate to do so, provide to the applicable Executive Officer(s) written notice and the opportunity to be heard, at a meeting of the Independent Trustees, which may be in-person, telephonic or by other electronic means, as determined by the Independent Trustees.

6. Manner of Repayment

If the Independent Trustees determine that the REIT shall seek a recovery pursuant to this Policy, they shall make a written demand for repayment from the applicable Breaching Officer(s), and, if such individual does not within a reasonable period of time tender payment adequate to satisfy such demand, or the Independent Trustees determine that such Breaching Officer(s) is or are unlikely to do so, the Independent Trustees may take all action that they deem appropriate,

including any legal action and/or setting off the amount to be repaid against other amounts payable by the REIT to such individual (including in respect of severance), to effect such payment.

For greater certainty, any rights and remedies provided for under this Policy are in addition to any other rights and remedies that may be available to the REIT or a subsidiary thereof under the REIT's policies, any agreements entered into with an Executive Officer and applicable law.

7. Retention of Records

The Committee and the Independent Trustees will retain as part of the records of the Committee and the Board, as applicable, records of any investigation, review, report or decision made pursuant to this Policy, tracking their investigation, review, reporting and resolution, for a period of at least six years.

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This Policy is dated and effective as of the date first written above and should be interpreted in the context of all applicable laws, regulations, and listing requirements, as well as in the context of the REIT's constating documents, as amended from time to time.

All Executive Officers of the REIT to whom this Policy applies will be provided with a copy of this Policy, and shall execute the certification set out in Schedule A regarding acknowledgement and confirmation of the application of and procedures set forth in this Policy and the REIT shall retain the certification for its records.

This Policy will be reviewed periodically by the Committee. Any amendments to this Policy shall be subject to approval by the Board.

Schedule A

Flagship Communities Real Estate Investment Trust (the "REIT")

Certification – Executive Clawback Policy

The undersigned hereby certifies that they have read and understand the REIT's Executive Clawback Policy, a copy of which is attached hereto, and its application to the undersigned as an Executive Officer of the REIT.

Date: _____

Signature: _____

Name: _____
(please print)