IOIPG Malaysia REIT
Management

IOIPG REIT MANAGEMENT SDN BHD
Company Registration No. 202501026083 (1627496-A)
(Incorporated in Malaysia)

TENANCY AND LEASE MANAGEMENT POLICY

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1. INTRODUCTION

IOIPG REIT Management Sdn Bhd ("Manager"), in its capacity as the Manager of IOIPG Malaysia Real Estate Investment Trust ("IOIPG REIT"), is the responsible entity of IOIPG REIT.

The purpose of this Tenancy and Lease Management Policy ("Policy") is to establish the principles, controls, and governance arrangements for the effective tenancy and lease management of retail, office, and hotel assets under the Manager.

Effective tenancy and lease management safeguards IOIPG REIT's income stability, optimises tenant mix, protects asset value, and ensures compliance with regulatory and fiduciary obligations as well as the deed of trust of IOIPG REIT ("Deed").

This Policy applies to all asset classes managed by the Manager and extends to third-party service providers involved in leasing and property management.

The Policy is designed to ensure:

- Income stability through rigorous credit assessment, lease structuring, and proactive renewal management;
- Long-term asset value by curating tenant mix and occupancy strategies;
- Compliance with the Deed, statutory laws, regulatory requirements and internal governance frameworks; and
- Alignment with sustainability, health, and safety objectives across all tenant operations.

This Policy should be read together, amongst others, with the Conflict of Interest Policy, the Related Party Transaction ("RPT") Policy, and the Outsourcing Management Policy, given the potential interdependencies in tenant due diligence, related party transactions, and vendor performance monitoring.

This Policy is supported by internal operating procedures, approval workflows, and leasing standard operating procedures ("SOPs"), which may be updated from time to time to reflect operational requirements and which form part of the leasing governance framework presented to management.

For the avoidance of doubt, references to "tenancy" or "leasing" under this Policy include oversight of any license, tenancy, master lease, and other income-generating occupancy arrangements entered into by or on behalf of IOIPG REIT.

2. KEY ROLES AND RESPONSIBILITIES

The effective implementation of this Policy depends on clear accountability across governance, management, and operational levels.

Each role carries distinct but complementary responsibilities to ensure that leasing activities are commercially sound, compliant with regulatory requirements, and aligned with IOIPG REIT's strategic, financial and fiduciary objectives.

The following outlines the key responsibilities of the Board of Directors ("Board"), management, and supporting functions.

Role	Responsibilities
Board	• Provides strategic oversight of leasing/tenancy practices to ensure alignment with IOIPG REIT's objectives, risk framework, and regulatory requirements. • Reviews leasing and tenancy performance.
Audit Committee	• Reviews material leases/tenancies, including any RPTs and/or conflict of interest arrangements arising therefrom, as well as key tenancy-related risk exposures.
Risk & Sustainability Committee ("RSC")	• Reviews leasing/tenancy-related risk exposures, and oversees compliance with the Deed, statutory laws, regulatory requirements and internal policies. • Monitors the integration of sustainability considerations into leasing/ tenancy practices, including initiatives such as green lease provisions, responsible renovation practices, and the use of environmentally sustainable materials.
Chief Executive Officer ("CEO")	• Approves lease/tenancy proposals based on the prescribed authority limits for the assets held under IOIPG REIT. • Monitors performance of leases with respect to hotel assets. • Ensures incentives and concessions are commercially justified. • Escalates material disputes, tenant defaults, or significant leasing and tenancy-related risks.
Head of Retail Leasing / Leasing Department	• Executes tenancy and leasing strategy tailored to respective asset classes. • Conducts tenant sourcing, lease/tenancy negotiations and renewals. • Oversees tenant due diligence and onboarding. • Monitors rent roll, lease/tenancy expiry profiles, occupancy trends and contractual terms under the lease/ tenancy agreements. • Maintains structured tenant engagement protocols and performance dashboards.
Head of Legal and Compliance	• Ensures adherence to internal policies and regulatory requirements and the Deed. • Monitors and reports compliance issues to the RSC, the Audit Committee, and the Board, where applicable.
Head of Finance/ Finance Department	• Manages billing, rent collection, arrears monitoring, and refunds. • Provides input into tenant financial assessments, where required.

3. LEASING APPROACH

The Manager will anchor its leasing approach to the characteristics of each asset class. The following considerations apply:

- Retail mall(s): Focus on tenant mix optimisation, experiential retail, brand diversity, and balancing anchor and specialty stores. Maintain footfall-driving tenants while curating thematic zones and consider relocating or replacing tenants in underperforming areas.
- Offices: Target tenants with strong-credit quality, stable operations, and reputable profiles, including multinational corporations and leading international professional firms. Emphasise flexibility in lease structure, alignment with green building standards, and readiness for digital infrastructure.
- Hotels: Operate under long-term master lease agreements with reputable and experienced hotel operators.
- Other assets: For any other asset classes permitted under the Deed and the Guidelines on Listed Real Estate Investment Trusts, leasing arrangements shall be structured in line with prevailing market

practices, subject to appropriate due diligence, valuation, and approval by the relevant governance bodies.

4. LEASING APPROVAL

All leasing activities must adhere to the Board-approved internal policies, regulatory requirements and statutory laws which are applicable. The following safeguards apply:

- All new leases and renewals above prescribed thresholds require approval by the Head of Retail Leasing and/or Head of Finance, depending on quantum and lease term;
- Lease proposals must be supported by market comparables, internal rent roll impact analysis, and cost-benefit justification for any incentives or capital outlays;
- A Lease Approval Memo is prepared for each material lease or renewal, including credit assessment, commercial justification, and compliance sign-offs;
- Related-party leases must include independent valuation, disclosure to unitholders via annual report, subject to prescribed threshold and relevant regulatory requirements, and if required, approval from the non-interested directors and/or unitholders.

5. DUE DILIGENCE AND ONBOARDING

All prospective tenants must undergo a risk-based screening and approval procedures, taking into account the tenant's profile, the intended use of the premises, the relevant asset class, and the potential regulatory, reputational, or financial risk, including:

- Business registration and legal entity verification (CTOS search or CCM search);
- Sanctions and blacklist screening (local and global databases), where required;
- Integrity declaration as part of lease/tenancy documentation;
- Creditworthiness and track record assessment, especially for anchor or long-term tenants;
- Sustainability risk assessment, including alignment with IOIPG REIT's sustainability objectives, where applicable (e.g. waste management, energy efficiency and resource usage);
- Verification of insurance coverage including public liability, fire, worker protection as a pre-condition to handover;
- Submission of relevant business licences, permits, or approvals required for the tenant's proposed operations, where applicable; and
- Acknowledgement by tenants of their ongoing obligations to comply with applicable licensing, health, safety, and regulatory requirements throughout the tenancy period.

The process includes compliance and sanctions checks relating to anti-bribery and anti-money laundering, ensuring that all arrangements meet IOIPG REIT's governance, legal, and ethical standards. These procedures are applied proportionately to the level of risk associated with each tenant and transaction.

6. LEASE ADMINISTRATION

All lease agreements must be administered in accordance with a risk-based and proportionate approach and shall, at a minimum:

- Be drafted using approved templates or reviewed by the Head of Legal and Compliance or appointed legal personnel or relevant service providers, with the level of review commensurate with the nature, tenure, and risk profile of the lease;
- include key clauses such as rent payment terms, maintenance obligations, permitted use of premises, indemnities, default remedies, compliance obligations, and termination triggers. For lease agreements

entered into prior to the adoption of this Policy, administration shall continue in accordance with their existing contractual terms, with any enhanced provisions under this Policy implemented progressively upon lease renewal, variation, or re-letting, where commercially practicable;
- Be executed in accordance with the limit of authority; and
- Be digitally stored and indexed to support compliance tracking and audit purposes, with appropriate access available to the Manager.

Critical clauses such as early termination, rent-free periods, step-up rents, or tenant improvement contributions must be escalated for review and documented in lease approval memos.

7. LEASE MONITORING AND TENANT ENGAGEMENT

The Manager shall maintain a lease expiry profile dashboard and proactively monitor:

- Upcoming renewals within a six (6) to eighteen (18) month rolling period, or such other period that is reasonable for the Manager to procure new/renewed lease/tenancy;
- Tenancy/lease expiry clustering risks and implementation of re-leasing/tenancy plans;
- Portfolio exposure across sectors, tenant groups, and credit risk profiles; and
- Potential vacancy impacts and associated mitigation strategies.

Tenant engagement procedures include:

- Conduct regular dialogue with tenants to address operational concerns, footfall issues, or potential expansions/contractions;
- Handle tenant disputes or grievances including formally logging complaints in the complaints register and ensuring closure with sign-off by the relevant key parties, where applicable;
- Conduct periodic tenant satisfaction surveys;
- Handle tenant disputes or grievances in accordance with internal SOPs;
- Utilise appropriate tenant and customer feedback channels, based on asset type (e.g. customer service hotlines and service counters at malls, and GuestVoice at hotels, which provides real-time guest feedback and analytics to identify service improvement opportunities); and
- Participate in joint marketing, promotional campaigns, and sustainability initiatives (e.g. energy efficiency programmes, recycling activities, etc.), where appropriate.

Where leasing or tenant engagement activities are performed by a master tenant, operator, or IOI Properties Group Berhad under a master tenancy or similar arrangement, the Manager shall retain oversight through periodic reporting, information access, and performance monitoring, on a risk-based and proportionate basis.

8. REGULATORY COMPLIANCE MONITORING

The Manager shall maintain risk-based and proportionate oversight over tenant, occupier, and operator compliance with applicable licensing, statutory, regulatory, health, and safety requirements, where non-compliance may expose IOIPG REIT to legal, regulatory, or reputational risks. For the avoidance of doubt, the Manager does not assume the role of a primary regulator of tenant operations.

This monitoring applies across all asset classes and irrespective of the legal or contractual arrangements, including direct leases/tenancies, master lease arrangements, operating structures, and group-related arrangements.

In exercising this oversight, the Manager shall retain the right to:

- Require tenants or operators to maintain valid licences, permits, and approvals relevant to their operations;
- Request evidence of compliance with applicable licensing, health, safety, and hygiene requirements, particularly for activities affecting public or common areas;
- Conduct or facilitate inspections or reviews, directly or through appointed property managers or service providers;
- Escalate material breaches or repeated non-compliance to the CEO and the Head of Legal and Compliance, where appropriate, to the RSC and the Board; and
- Require corrective actions, including suspension of operations or termination of tenancy, where material non-compliance is not addressed.

Designated leasing personnel shall, where required, maintain an appropriate tracking mechanism to support risk-based monitoring of tenant and occupier regulatory compliance, including licensing and other key business requirements, informed by compliance risk assessments and RSC oversight.

Material regulatory compliance issues identified under this section shall be captured and escalated to the Head of Legal and Compliance and the CEO promptly and if required, to the RSC.

9. INCENTIVES AND PROMOTIONS

All leasing-related incentives (e.g. fit-out contribution, rent-free period, marketing support or similar arrangements), must:

- Be commercially justified and benchmarked;
- Be approved within the prescribed limit of authority;
- Be reflected transparently in rent recognition, forecasting, and revaluation assessments;
- Be structured to avoid lease accounting non-compliance or undue revenue distortions; and
- Be time-bound and subject to clawback provisions in the event of early termination or tenant default.

Designated leasing personnel shall maintain appropriate records or tracking documentation of approved incentives or similar arrangements to support monitoring, accounting treatment, and periodic review.

The Head of Legal and Compliance shall be informed of such records on a periodic or exception basis, to enable cross-checks against applicable conflict of interest declarations, the gift and hospitality register, and RPT requirements, where relevant.

10. HOTEL MASTER LEASE ARRANGEMENTS

The Manager shall maintain governance and oversight over hotel assets under master lease arrangements, including but not limited to the following:

- The Manager shall ensure clear delineation of roles and responsibilities among all parties to the agreements, including asset/hotel operators and service providers, with defined reporting and compliance obligations.
- Each agreement should specify key performance or service-level indicators, cost allocation parameters, and operator oversight and accountability measures, and where applicable, be supported by independent valuation or review to confirm that the transaction is on arm’s-length terms.
- The Manager shall review the operator’s or service provider’s performance periodically and escalate any material under-performance, contract breaches, or compliance gaps to the Board or its delegated committee.
- The Manager shall maintain rights of inspection, performance review, and information access to support effective compliance monitoring.

- All lease agreements including the annual budget of each hotel asset, must be approved by the landlord/lessor in accordance with the relevant master lease agreement/arrangement, if required, by the CEO and the Board.
- The Manager shall ensure that appropriate business continuity safeguards are in place and shall work with the counterparty and/or operator to preserve uninterrupted operations and protect unitholder value.

Any other assets with similar lease arrangements shall, at a minimum, observe equivalent governance standards, with due diligence and contractual safeguards applied in proportion to the size, nature, and risk profile of the proposed transaction.

Regulatory compliance monitoring under Section 8 of this Policy shall apply equally to hotel operators and counterparties under master lease arrangements. Material regulatory compliance issues identified under this section shall be captured and escalated to the Head of Legal and Compliance and the CEO promptly and, if required, to the RSC.

11. REPORTING AND OVERSIGHT

Tenancy and leasing performance shall be reviewed periodically by the CEO and reported to the Board through the relevant Board committees. Such reporting shall include, but not be limited to, the following matters:

- Occupancy trends, leasing progress, rent reversion, and weighted average lease expiry;
- Risk flags such as rent arrears, tenant turnover, or concentration exposures;
- Sustainability metrics such as green leases, waste requirements, energy usage, etc.;
- Summary of incentives granted and their financial impact on net property income;
- Material regulatory or compliance issues relating to tenants or occupiers, including significant non-compliance with licensing requirements, health and safety regulations, or other statutory obligations, as well as any enforcement actions or investigations initiated by relevant regulatory authorities; and
- For hospitality assets, periodic review of master lease performance, operator performance indicators, and compliance with lease terms.

Material lease-related issues (e.g. disputes, high-value concessions, or potential default) must be escalated promptly for the RSC's review.

12. POLICY MAINTENANCE

This Policy, together with all supplementary policies and procedures, is a living document and will be reviewed at least annually, or sooner if necessary, to ensure it continues to reflect emerging risks, evolving regulatory requirements, industry best practices, and any material changes in applicable laws, tenant risk profiles, portfolio strategy, internal policies, market and tenant expectations, and sustainability commitments.