EXECUTION VERSION

RIGHT OF FIRST OPPORTUNITY AGREEMENT

THIS RIGHT OF FIRST OPPORTUNITY AGREEMENT (this "**Agreement**") is made and entered into this 31st day of July, 2025 (the "**Effective Date**"), by and among (i) Joshua Gotlib, in his individual capacity ("**Gotlib**"), (ii) Meyer Orbach, in his individual capacity ("**Orbach**"; each of Gotlib and Orbach, a "**Founder**" and, together, the "**Founders**"), and (iii) GO Residential Operating LLC, a Delaware limited liability company ("**OpCo**").

W I T N E S S E T H:

WHEREAS, GO Residential Real Estate Investment Trust, an internally-managed, open-ended trust established under, and governed by, the laws of the Province of Ontario (the "**REIT**"), was formed to own and operate a portfolio of luxury high-rise multifamily properties located in the New York metropolitan area and other major metropolitan cities in the United States;

WHEREAS, on the date of this Agreement, the REIT consummated an initial public offering in Canada (the "**IPO**") of trust units of the REIT ("**REIT Units**");

WHEREAS, OpCo is an indirect subsidiary of the REIT; and

WHEREAS, in connection with the IPO, and as a material inducement therefor, the Parties desire that the Founders provide, and cause the other Restricted Parties (as defined below) to provide, a right of first opportunity ("**ROFO**") to OpCo on any REIT Opportunity (as defined below) owned or identified by any Restricted Party, on the terms, and subject to the conditions and exclusions, set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and agreements of the Parties (as defined below), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Definitions**. The definitions set forth in Schedule A and capitalized terms defined in the Recitals, Preamble or any other provision of this Agreement shall have the meaning so ascribed to those terms and are hereby incorporated into this Agreement by reference and made a part of this Agreement.

2. **Term; Termination**. The term of this Agreement shall commence upon the Effective Date and remain in full force and effect until the earlier to occur of the following (each, a "**Termination Event**") with respect to a Founder (and his Controlled Affiliates): (a) a Change of Management, (b) a Change of Control of the REIT or (c) a Change of Control of OpCo. Upon (i) the occurrence of clause (b) or (c) of the definition of Termination Event, this Agreement shall terminate and be of no further force or effect and (ii) the occurrence of clause (a) of the definition of Termination Event for a given Founder, the rights and obligations of the applicable Founder (and his Controlled Affiliates) and OpCo (as it relates to such Founder (and his Controlled Affiliates) and not, for the avoidance of doubt, the other Founder (and his Controlled Affiliates) unless such other Founder has also experienced a Change of Management) shall terminate and be of no further force or effect, in the case of each of clauses (i) and (ii), automatically and without

any further action required by any Party and without the payment of any termination or other fees payable to any Party.

3. **<u>Right of First Opportunity in favor of OpCo – Acquisition REIT Opportunity</u>**. Prior to consummating a given Acquisition REIT Opportunity, the applicable Founder shall comply, and shall cause his applicable Controlled Affiliate (if and as applicable) to comply, with the terms and conditions of this <u>Section 3</u>.

(a) <u>Offer</u>.

(i) If a Restricted Party desires to enter into a purchase and sale or similar agreement with respect to an Acquisition REIT Opportunity, the Founder shall, or shall cause his applicable Controlled Affiliate to, first give written notice (an "**Acquisition Offer Notice**") to OpCo, which shall include all material terms and conditions thereof (to the extent then known by such Restricted Party), including the proposed purchase price therefor, the bid deadline in the applicable auction process (if and as applicable), the Evaluation Materials with respect thereto, a good faith estimate of the Reimbursable Expenses (as defined below) incurred or expected to be incurred by such Founder (and his applicable Controlled Affiliates), as of the date of the Acquisition Offer Notice (which, for the avoidance of doubt, shall be an estimate only and shall not impact OpCo's obligations set forth in <u>Section 3(d)</u>) and, if known, the anticipated date on which the Restricted Party would complete such Acquisition REIT Opportunity if OpCo does not exercise its ROFO with respect thereto.

(ii) If OpCo desires (or desires for one of its wholly-owned Subsidiaries (such wholly-owned Subsidiary so designated by OpCo, an "**OpCo Designee**")) to acquire the property (or the applicable interests therein) underlying the Acquisition REIT Opportunity as set forth in such Acquisition Offer Notice, OpCo shall provide (on behalf of itself or such OpCo Designee) to the applicable Founder an irrevocable written notice accepting the terms contained in the Acquisition Offer Notice (an "**Acquisition Offer Acceptance Notice**") not later than fifteen (15) Business Days following delivery of such Acquisition Offer Notice; <u>provided</u> that, in the event OpCo reasonably requests from such Founder or his applicable Controlled Affiliate any additional information related to such Acquisition REIT Opportunity that is reasonably required and material for OpCo to evaluate such Acquisition REIT Opportunity, then such acceptance period shall instead be fifteen (15) Business Days following receipt of such requested information (an "**Acquisition Acceptance Period**"). In the event OpCo sends an Acquisition Offer Acceptance Notice to the applicable Founder, OpCo may pursue (or may cause the applicable OpCo Designee to pursue) such Acquisition REIT Opportunity without restriction and in its sole discretion (subject in all respects to the terms and conditions of OpCo's governing documents) and the applicable Founder shall (and shall cause his applicable Controlled Affiliate, if applicable, to) assign all rights to pursue such Acquisition REIT Opportunity to OpCo (or such OpCo Designee); <u>provided</u> that, notwithstanding the foregoing, OpCo hereby acknowledges and agrees (on behalf of itself and its applicable OpCo Designee) that the applicable

Founder and its applicable Controlled Affiliate shall have no liability to OpCo or any other Person in the event the Acquisition REIT Opportunity is no longer available to OpCo (or such OpCo Designee) at the time that OpCo submits the applicable Acquisition Offer Acceptance Notice due to the passage of time and/or a change in the status of any third-party auction process.

(b) Right of First Opportunity Failure. If OpCo (i) notifies the applicable Founder that OpCo does not intend to deliver an Acquisition Offer Acceptance Notice or (ii) fails to send an Acquisition Offer Acceptance Notice prior to the expiration of the applicable Acquisition Acceptance Period, then in the case of each of clauses (i) and (ii), the applicable Restricted Party may acquire such property for his, her or its own account at a purchase price no less than that, and on terms and conditions not materially more favorable to the Restricted Party than those, offered to OpCo in the applicable Acquisition Offer Notice; provided that the acquisition of the property underlying such Acquisition REIT Opportunity must be completed by the applicable Restricted Party on or before one hundred and eighty (180) days following the earlier of (1) OpCo indicating in writing to the applicable Founder that it is declining to deliver an Acquisition Offer Acceptance Notice with respect to such Acquisition REIT Opportunity and (2) the expiration of the applicable Acquisition Acceptance Period (subject to the proviso in Section 3(c)) (the "**Acquisition Completion Deadline**").

(c) Re-Presenting an Acquisition REIT Opportunity. The applicable Founder shall, and shall cause its applicable Controlled Affiliate, if applicable, to, send to OpCo a new Acquisition Offer Notice and again comply with the procedures set forth in Section 3(a) and Section 3(b) (if applicable) before proceeding with any Acquisition REIT Opportunity that (i) such Restricted Party does not acquire on or before the applicable Acquisition Completion Deadline or (ii) such Restricted Party desires to acquire at a purchase price less than that, or on terms and conditions materially more favorable to the Restricted Party than those, presented to OpCo in connection with the Acquisition Offer Notice with respect to such Acquisition REIT Opportunity; provided that, notwithstanding anything to the contrary contained in this Agreement, in the event that (A) an Acquisition REIT Opportunity is no longer available to the Restricted Party, whether due to such Acquisition REIT Opportunity having been acquired by a third party in an auction process or otherwise, then such Restricted Party shall not be obligated to comply with this Section 3(c) or (B) the applicable Restricted Party has entered into a definitive written agreement with a third party in accordance with Section 3(b) with respect to, but has not consummated, such acquisition by such Restricted Party (or its applicable designee) of such Acquisition REIT Opportunity prior to the Acquisition Completion Deadline, then, for so long as such Restricted Party (or its applicable designee) is working in good faith to consummate such acquisition of such Acquisition REIT Opportunity in accordance with the terms of such definitive agreement (and has not taken any actions or inactions with respect to such acquisition the primary purpose of which is to knowingly and intentionally circumvent such Restricted Party's obligations under this Section 3(c)), such Restricted Party shall not be obligated to comply with Section 3(c)(i).

(d) Reimbursement of Expenses. In the event that OpCo (on behalf of itself or its applicable OpCo Designee) delivers an Acquisition Offer Acceptance Notice to a

Founder pursuant to Section 3(a)(ii), then OpCo shall reimburse (or shall cause to be reimbursed) such Founder (and its applicable Affiliates) for all Reimbursable Expenses actually incurred by or on behalf of such Restricted Party or any of its Affiliates on or prior to the date on which OpCo delivers such Acquisition Offer Acceptance Notice (including any such notice provided in connection with a re-presentation pursuant to Section 3(c)), regardless of whether such Reimbursable Expenses are billed or accrued prior to, on or after the date on which such Acquisition Offer Acceptance Notice is so delivered. "**Reimbursable Expenses**" shall mean all reasonable and documented out-of-pocket fees, costs and expenses that would customarily be incurred by a purchaser similarly-situated to the applicable Restricted Party in connection with a transaction similar in nature to the Acquisition REIT Opportunity, and which are incurred primarily in connection with such Restricted Party's (and its Affiliates') initial diligence, investigation, review, negotiation and pursuit of the applicable Acquisition REIT Opportunity, including all third-party consultant, legal, and other professional fees in connection therewith.

4. **Right of First Opportunity in favor of OpCo – Sale REIT Opportunity**. Prior to consummating a given Sale REIT Opportunity, the applicable Founder shall comply, and shall cause his applicable Controlled Affiliate (if and as applicable) to comply, with the terms and conditions of this Section 4.

(a) Offer and Counteroffer.

(i) If a Restricted Party desires to enter into a purchase and sale or similar agreement with respect to a Sale REIT Opportunity, the Founder shall, or shall cause his applicable Controlled Affiliate to, first give written notice (a "**Sale Offer Notice**") to OpCo, which shall include all material terms and conditions thereof (to the extent then known by such Restricted Party), including the proposed purchase price therefor (the "**Sale Offer Price**"), the Evaluation Materials with respect thereto and, if known, the anticipated date on which the Restricted Party would complete such Sale REIT Opportunity if OpCo does not exercise its ROFO with respect thereto.

(ii) If OpCo desires (or desires for an OpCo Designee) to acquire the Owned Property (or the applicable interests therein) underlying the Sale REIT Opportunity as set forth in such Sale Offer Notice, OpCo shall provide (on behalf of itself or such OpCo Designee) to the applicable Founder an irrevocable written notice accepting the terms contained in the Sale Offer Notice (an "**Sale Offer Acceptance Notice**") not later than fifteen (15) Business Days following delivery of such Sale Offer Notice; provided that, in the event OpCo reasonably requests from such Founder or his Controlled Affiliate any additional information related to such Sale REIT Opportunity that is reasonably required and material for OpCo to evaluate such Sale REIT Opportunity, then such acceptance period shall instead be fifteen (15) Business Days following receipt of such requested information (a "**Sale Acceptance Period**"). In the event OpCo sends a Sale Offer Acceptance Notice to the applicable Founder, OpCo may pursue (or may cause the applicable OpCo Designee to pursue) such Sale REIT Opportunity without restriction and in its sole discretion (subject in all respects to the terms and conditions of OpCo's governing documents) and the applicable Founder shall (and shall cause his applicable Controlled Affiliate, if applicable, to) take all reasonably necessary actions to effect the sale by the Restricted Party of the property (or the applicable interests therein) underlying such Sale REIT Opportunity to OpCo (or such OpCo Designee).

(iii) If OpCo is unwilling (in its sole discretion) to acquire the Owned Property underlying such Sale REIT Opportunity at the Sale Offer Price, OpCo shall be entitled (in its sole discretion and on behalf of itself or the applicable OpCo Designee, as applicable) to counter-offer to acquire such Owned Property at a different price (a "**Counteroffer Price**" and any such counter-offer, a "**Counteroffer**") by providing the applicable Founder with irrevocable written notice thereof (a "**Counteroffer Notice**") prior to the expiration of the applicable Sale Acceptance Period, which such Counteroffer Notice shall include all material terms and conditions of such Counteroffer, including the Counteroffer Price. The applicable Founder (and his applicable Controlled Affiliate, if applicable) shall, no later than fifteen (15) Business Days following receipt of such Counteroffer Notice, provide OpCo with irrevocable written notice indicating whether such Restricted Party accepts or declines such Counteroffer (a "**Counteroffer Response Notice**").

(b) Right of First Opportunity Failure. If (i) OpCo notifies the applicable Founder that OpCo does not intend to deliver a Sale Offer Acceptance Notice, (ii) delivers a Counteroffer Notice to such Founder with respect to such Owned Property pursuant to Section 4(a)(iii), and such Founder (or his Controlled Affiliate, if applicable) indicates in the applicable Counteroffer Response Notice that he, she or it has declined such Counteroffer pursuant to Section 4(a)(iii) or (iii) OpCo fails to send a Sale Offer Acceptance Notice prior to the expiration of the applicable Sale Acceptance Period, then in the case of each of clauses (i), (ii) and (iii), the applicable Restricted Party may sell or otherwise transfer such property (or such Restricted Party's interests therein) at a purchase price no less than the Sale Offer Price or Counteroffer Price, as applicable, and on terms and conditions not materially more favorable to the purchaser than those, offered to OpCo in the applicable Sale Offer Notice or Counteroffer Notice (as applicable); provided that the sale of the Owned Property underlying such Sale REIT Opportunity must be completed by the applicable Restricted Party on or before one hundred and eighty (180) days following the earliest of (1) OpCo indicating in writing to the applicable Founder that it is declining to deliver a Sale Offer Acceptance Notice in respect of such Sale REIT Opportunity, (2) the applicable Restricted Party indicating in writing to OpCo that it is declining the applicable Counteroffer and (3) the expiration of the applicable Sale Acceptance Period (subject to the proviso in Section 4(d)) (the "**Sale Completion Deadline**").

(c) Additional Procedures for Sale REIT Opportunities. For any Sale REIT Opportunity, in addition to compliance with Section 4(a) and Section 4(b), the applicable Founder shall (or shall cause its applicable Controlled Affiliate to) deliver to OpCo Evaluation Materials that also include a phase I environmental report and a property condition report, each dated within the prior six (6) months, and a current third-party independent appraisal of the REIT Opportunity (an "**Appraisal**"), and OpCo shall bear all fees, costs and expenses associated with obtaining such Appraisal. Such Appraisal shall be prepared by an independent appraiser to be agreed upon by the applicable Restricted Party and the Independent Trustees. Following acceptance by OpCo (on behalf of itself or its applicable OpCo Designee) of the acquisition of any such Sale REIT Opportunity (or the Restricted Party's acceptance of any Counteroffer for any such Sale REIT Opportunity), the terms of such acquisition shall be set forth in a definitive agreement negotiated and agreed to by OpCo (or its applicable OpCo Designee) and the applicable Restricted Party, each acting reasonably.

(d) Re-Presenting a Sale REIT Opportunity. The applicable Founder shall, and shall cause its applicable Controlled Affiliate, if appliable, to, send to OpCo a new Sale Offer Notice and again comply with the procedures set forth in Section 4(a), Section 4(b) (if applicable) and Section 4(c) before proceeding with any Sale REIT Opportunity that (i) is not sold on or before the applicable Sale Completion Deadline or (ii) such Restricted Party desires to sell at a purchase price less than that, or on terms and conditions materially more favorable to the purchaser than those, presented to OpCo in connection with the original ROFO and Sale Offer Notice with respect to such Sale REIT Opportunity (or the Counteroffer Price in the case of an Owned Property, if applicable); provided that, notwithstanding anything to the contrary contained in this Agreement, in the event that the applicable Restricted Party has entered into a definitive written agreement with a third party in accordance with Section 4(b) with respect to, but has not consummated, such sale or other disposition of such Sale REIT Opportunity prior to the Sale Completion Deadline, then, for so long as such Restricted Party (or its applicable designee) is working in good faith to consummate such sale or other disposition of such Sale REIT Opportunity in accordance with the terms of such definitive agreement (and has not taken any actions or inactions with respect to such acquisition the primary purpose of which is to knowingly and intentionally circumvent such Restricted Party's obligations under this Section 4(d)), such Restricted Party shall not be obligated to comply with Section 4(d)(i).

5. Exclusions. For greater certainty, each Restricted Party may (a) continue to own, directly or indirectly, in whole or in part, operate and/or sell any property that both (i) does not satisfy the Investment Criteria and (ii) is owned, directly or indirectly, in whole or in part, by such Restricted Party as of the closing of the IPO, subject to complying with the ROFO described in Sections 3 and 4, as applicable, if such property subsequently satisfies the Investment Criteria, (b) notwithstanding anything herein to the contrary (including clause (a) above), directly or indirectly and in whole or in part, continue to own, acquire, operate and/or sell any Excluded Property and (c) effect a REIT Opportunity that is solely between and among such Restricted Party and any other Restricted Parties of the Founder that is associated with such first Restricted Party. In addition, a Restricted Party may acquire any property that does not satisfy the Investment Criteria (without any limitations or restrictions, hereunder or otherwise, being applicable thereto, subject to the express terms of the Non-Competition and Non-Solicitation Agreement).

6. **Representations and Warranties of the Founders**. Each Founder hereby represents and warrants, severally and not jointly and in respect of himself, to OpCo (and acknowledges that OpCo is relying upon such representations and warranties in entering into this Agreement) as of the date of this Agreement as follows:

(a) such Founder has the power and authority to execute and deliver this Agreement and to perform his obligations hereunder, and this Agreement has been duly executed and delivered by such Founder, and assuming the due authorization, execution and delivery by each of the other Parties, constitutes a legal, valid and binding obligation of such Founder, enforceable against such Founder in accordance with its terms (except to the extent such enforceability may be limited by bankruptcy and insolvency laws and general principles of equity (whether considered in a proceeding at law or in equity)); and

(b) the execution, delivery and performance of this Agreement and the consummation by such Founder of the transactions contemplated hereby do not and will not contravene or result in the breach (with or without the giving of notice or lapse of time, or both) or acceleration of any of such Founder's obligations under (i) applicable laws or (ii) the provisions of any material agreement, contract, instrument, lease, license, permit or similar arrangement or understanding (in each case, to the extent legally binding and written) to which such Founder is a party or by which such Founder or any of his assets are bound or subject, except as does not, and would not reasonably be expected to, individually or in the aggregate, materially impair or delay the ability of such Founder to consummate the transactions contemplated hereby.

7. **Representations and Warranties of OpCo**. OpCo hereby represents and warrants to each Founder (and acknowledges that each Founder is relying upon such representations and warranties in entering into this Agreement) as of the date of this Agreement as follows:

(a) (i) it is duly established, validly existing and in good standing (or the equivalent thereof) under the laws of its jurisdiction of formation, as applicable, and it has the power and authority to execute and deliver into this Agreement and to perform its obligations hereunder, (ii) it has taken all corporate actions or proceedings required to be taken by or on the part of it and its unitholders to authorize and permit the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder and (iii) this Agreement has been duly executed and delivered by OpCo and assuming the due authorization, execution and delivery by each of the other Parties, constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms (except to the extent such enforceability may be limited by bankruptcy and insolvency laws and general principles of equity (whether considered in a proceeding at law or in equity)); and

(b) the execution, delivery and performance of this Agreement and consummation by OpCo of the transactions contemplated hereby do not and will not contravene or result in the breach (with or without the giving of notice or lapse of time, or both) or acceleration of any of its obligations under (i) applicable laws, (ii) its constating documents, or any resolution of its unitholders or (iii) the provisions of any material agreement, contract, instrument, lease, license, permit or similar arrangement or understanding (in each case, to the extent legally binding and written) to which it is a party or by which it or any of its assets are bound or subject, except as does not, and would not reasonably be expected to, individually or in the aggregate, materially impair or delay the ability of OpCo to consummate the transactions contemplated hereby.

8. **Default Remedies**. If either Founder or OpCo, as the case may be, defaults in the performance of any of its covenants or obligations under this Agreement, OpCo (in the case of a default by a Founder) or the Founders (in the case of a default by OpCo) shall be entitled to exercise any and all rights and remedies available to him or it at law or in equity against such defaulting Party, including specific performance of this Agreement. In no event will (a) any Party be liable to any other Party for any special, indirect, incidental, exemplary, punitive or consequential damages of any kind, including lost profits, lost revenues, lost savings, lost business opportunity, lost data, business interruption or unmet expectations (whether foreseeable or not), arising out of or in connection with this Agreement, even if advised or aware of the possibility of such damages and even if such damage, loss or liability is based on negligence, tort or breach of contract, including a fundamental breach or breach of a fundamental term, or failure of an essential purpose and (b) a Founder be liable to any other Party for any damages, losses or liabilities of any kind, arising out of or in connection with this Agreement, primarily attributable to any action (or inaction) of the other Founder (or any of such other Founder's Controlled Affiliates).

9. **Assignment**. The provisions of this Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns; provided that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Parties. Except as expressly contemplated herein, no provision of this Agreement is intended to confer upon any Person other than the Parties (and their permitted successors and assigns) any rights or remedies hereunder.

10. **Notices**. Any notices or other communications required or permitted hereunder shall be deemed to have been properly given and delivered if in writing by such Party or its legal representative and (a) delivered personally, (b) sent by email transmission of a signed document (with confirmation of transmission), or (c) by nationally recognized overnight courier service guaranteeing overnight delivery (with confirmation of delivery), addressed as follows:

If to OpCo, to:

GO Residential Operating LLC
80 Fifth Avenue, Suite 1201
New York, New York
10011

Attention: Max Kaufman
Email: [redacted]
[Redacted: Confidential Information]

With a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, Ontario
M5L 1A9

Attention: William Fung, Eric Moncik
Email: [redacted]
[Redacted: Confidential Information]

With a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York
10001

Attention: Kenneth Wolff, June Dipchand, Marissa Spalding
Email: [redacted]
[Redacted: Confidential Information]

If to Joshua Gotlib, to:

Joshua Gotlib
80 Fifth Avenue, Suite 1201
New York, New York
10011

With a copy (which shall not constitute notice) to:

GO Residential Real Estate Investment Trust
80 Fifth Avenue, Suite 1201
New York, New York
10011

Attention: Max Kaufman
Email: [redacted]
[Redacted: Confidential Information]

If to Meyer Orbach, to:

Meyer Orbach
80 Fifth Avenue, Suite 1201
New York, New York
10011

With a copy (which shall not constitute notice) to:

GO Residential Real Estate Investment Trust
80 Fifth Avenue, Suite 1201

New York, New York
10011

Attention: Max Kaufman
Email: [redacted]

[Redacted: Confidential Information]

Unless otherwise specified herein, such notices or other communications will be deemed given (i) on the date delivered, if delivered personally, (ii) one (1) Business Day after being sent by a nationally recognized overnight courier guaranteeing overnight delivery, and (iii) on the date of transmission, if sent by email on a Business Day before 5:00 p.m. in the place of receipt, or one (1) Business Day after the date of transmission if sent after 5:00 p.m. in the place of receipt, in each case so long as no delivery failure message is received. Each of the Parties will be entitled to specify a different address by delivering notice as aforesaid to each of the other Parties.

11. **Miscellaneous**.

(a) Relationship. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Parties do not intend to create (and shall not be construed to have created) any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of parties to an arm's length contract with respect to the subject matter hereof. No Party shall have authority or power to bind the other Parties or to contract in the name of, or create a liability against, the other Parties in any way or for any purpose.

(b) Representation. Each of the Parties acknowledges that he or it has been represented by independent counsel of his or its choice throughout all negotiations that have preceded the execution of this Agreement and that he or it has executed the same with consent and upon the advice of said independent counsel. Each Party and his or its counsel cooperated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto will be deemed the work product of the Parties and may not be construed against any Party by reason of its preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the Party that drafted this Agreement is of no application and is hereby expressly waived.

(c) Severability. If any term, provision, covenant or restriction of this Agreement is held by any Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(d) Waiver; Modification and Amendment. No waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing signed by the Party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. This Agreement may be amended, modified or supplemented only pursuant to a written instrument executed by each Party.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its rules of conflicts of laws.

(f) Jurisdiction. Except as otherwise expressly provided in this Agreement, each Party, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the state courts of the Delaware Court of Chancery for the purpose of any action, claim, cause of action or suit (in contract, tort or otherwise), in any way arising out of or relating to this Agreement, its negotiation or terms, or the transactions contemplated hereby, (b) hereby waives to the extent not prohibited by applicable law, and agrees not to assert by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, that the venue is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court and (c) hereby agrees not to commence or prosecute any such action, claim, cause of action or suit other than before one of the above-named courts, nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit to any court other than one of the above-named courts, whether on the grounds of inconvenient forum or otherwise. Each Party hereby consents to service of process in any such proceeding in any manner permitted by Delaware law, and further consents to service of process by nationally recognized overnight courier service guaranteeing overnight delivery, or by registered or certified mail, return receipt requested, at its address specified pursuant to Section 10. Notwithstanding the foregoing in this Section 11(f), a Party may commence any action, claim, cause of action or suit in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

(g) WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ISSUE, ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, ITS NEGOTIATION OR TERMS, OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT THIS SECTION 11(G) CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH EACH OTHER PARTY IS RELYING AND WILL RELY

IN ENTERING INTO THIS AGREEMENT AND ANY OTHER AGREEMENTS RELATING HERETO OR CONTEMPLATED HEREBY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 11(G) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

(h) Time of the Essence. Time is of the essence under this Agreement.

(i) Expenses. Except as expressly set forth in this Agreement, all costs and expenses incurred in connection with this Agreement and the related transactions, including all fees and expenses of each Party's counsel, accountants and other representatives, will be paid by the Party incurring such cost or expense.

(j) No Third-Party Beneficiaries. This Agreement is not intended to, and does not, confer any legal or equitable rights or remedies hereunder upon any person other than the Parties and their respective successors and permitted assigns.

(k) Further Assurances. From time to time hereafter, each of the Parties agrees, at its own cost and expense, to do, or cause to be done, all such actions and to duly issue, execute and deliver, or cause to be issued, executed and delivered, as applicable, all such documents, notices, instruments and agreements (so far as is within its power to do so) as may be reasonably necessary or desirable to give effect to the provisions and intent of this Agreement.

(l) Entire Agreement. This Agreement (together with any annexes or schedules hereto) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all previous agreements and understandings, whether written or oral, among the Parties with respect to such subject matter.

(m) Construction. The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. Whenever required by the context, any pronoun used in this Agreement will include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns and verbs will include the plural and vice versa. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and, if applicable, hereof. The use of the words "include" or "including" in this Agreement will be deemed to be followed by the words "without limitation." The terms "hereof," "herein" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the annexes and schedules hereto) and not to any particular provision of this Agreement, and article, section, annex and schedule references are to the articles, sections, annexes and schedules to this Agreement, unless otherwise specified.

(n) Counterparts. This Agreement may be executed in any number of counterparts (and in separate counterparts), each of which when executed shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon the Parties notwithstanding the fact that all Parties are not signatory to the original or the same counterpart. For purposes of this Agreement, .pdf, DocuSign and other electronic signatures shall be deemed originals.

(o) Time Periods. For this Agreement, time periods within or following which an act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends if that day is a Business Day or the next Business Day if the last day of the period does not fall on a Business Day.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

JOSHUA GOTLIB

(Signed) *"Joshua Gotlib"*

MEYER ORBACH

(Signed) *"Meyer Orbach"*

GO RESIDENTIAL OPERATING LLC, a Delaware limited liability company

By: (Signed) *"Maxwell Kaufman"*
Name: Maxwell Kaufman
Title: Secretary

SCHEDULE A

DEFINITIONS

(a) "**265 East 66th Street**" means the property located at 265 East 66th Street, New York, New York 10065.

(b) "**Acquisition Acceptance Period**" has the meaning set forth in Section 3(a)(ii).

(c) "**Acquisition Completion Deadline**" has the meaning set forth in Section 3(b).

(d) "**Acquisition Offer Acceptance Notice**" has the meaning set forth in Section 3(a)(ii).

(e) "**Acquisition Offer Notice**" has the meaning set forth in Section 3(a)(i).

(f) "**Acquisition REIT Opportunity**" has the meaning set forth in the definition of "REIT Opportunity".

(g) "**Acting Jointly**" means, with respect to any group of Persons, a definitive, intentional agreement, arrangement or plan of action among all such Persons (i) to effect or cause to occur one or more particular objectives which are known to all such Persons and (ii) which intent is manifested, by each Person among such group, by an overt act of such Person toward the effecting of or the causing to occur one or more of such known common objectives; provided that a mutual fund, exchange traded fund or other institutional investor shall not be considered to be acting under a common agreement, arrangement or plan of action together with any other mutual fund, exchange traded fund or other institutional investor merely because such mutual fund, exchange traded fund or other institutional investor votes or acts in accordance with guidance issued by any proxy advisory firm or similar consultancy or advisor, or in accordance with the publicly announced proxy voting guidelines or intentions of any asset manager or financial advisor, on any matter presented for a vote of the holders of REIT Units and/or REIT Board Voting Units.

(h) "**Affiliate**" of a Person means any Person that would be deemed to be an affiliated entity of such Person within the meaning given to that term in National Instrument 45 106 — *Prospectus Exemptions*, subject to the term "issuer" in such instrument being ascribed the same meaning as the term "person" in such instrument; provided that, for purposes of this Agreement, (i) each Founder shall not be deemed to be an Affiliate of the other and (ii) none of the REIT, OpCo or their respective Controlled Affiliates shall be deemed an Affiliate of either Founder and *vice versa*.

(i) "**Agreement**" has the meaning set forth in the Preamble.

(j) "**Appraisal**" has the meaning set forth in Section 4(c).

(k) "**Board**" means the Board of Trustees of the REIT.

(l) "**Business Day**" means a day other than a Saturday, a Sunday or a day on which banks are authorized or required to close in the Province of Ontario, New York, New York, or the State of Delaware.

(m) "**Change of Control of OpCo**" means the occurrence of: (i) any transaction or series of related transactions, following the date hereof, whether or not OpCo is a party thereto, after giving effect to which the manager of OpCo is no longer a Controlled Affiliate of the REIT or (ii) a sale, lease or other disposition of all or substantially all of the assets of OpCo to any Person or to a group of Persons Acting Jointly, other than in connection with a reorganization in which the Persons beneficially holding at least 50% of the voting power of OpCo, as of immediately before the reorganization shall also beneficially hold at least 50% of the voting power of the purchaser, lessee or other transferee of such assets of OpCo immediately after such reorganization; provided, however, in no event shall any ownership or Control of OpCo Units, or voting power, by either Founder, any Retained Interest Holder, or any of their respective Controlled Affiliates, or the sale, lease or other disposition of such assets to any of them, or in each case, to any Person Acting Jointly with any of them, constitute a Change of Control of OpCo.

(n) "**Change of Control of the REIT**" means the occurrence of: (i) any transaction or series of related transactions, following the date hereof, whether or not the REIT is a party thereto (other than a treasury issuance by the REIT of (A) REIT Units or (B) securities convertible into, exchangeable for or otherwise exercisable to acquire REIT Units), after giving effect to which in excess of 50% of the voting power attached to the REIT Units, on a fully diluted basis, becomes (but was not already) beneficially owned, or Controlled, by any single Person or by a group of Persons Acting Jointly; (ii) (A) a reconstitution of the Board (other than as a result of the resignation, death, disability or removal for cause of one or more Trustees) that results in more than 50% of the number of individuals then comprising the Board (including vacant seats) being individuals who were neither (x) proposed for election as Trustees at a meeting of holders of REIT Units called therefor by the Trustees or management of the REIT nor (y) members of the Board upon completion of the last annual meeting of holders of REIT Units, (B) a transaction or series of transactions as a result of which that number of individuals that would represent more than 50% of the total number of Trustees then comprising the Board (including vacant seats) immediately preceding such transaction or series of transactions are filled by nominees proposed by any Person other than the Trustees or management of the REIT in place immediately prior to such transaction or series of transactions, or (C) Trustees comprising more than 50% of the total number of Trustees then comprising the Board (including vacant seats) resign from office over a period of 60 days or less for reasons other than disability, non-payment of Trustees fees and benefits (if any), lapse in insurance coverage or insolvency of the REIT, and the vacancies created thereby are filled by nominees proposed by any Person other than the Trustees or management of the REIT in place immediately prior to the resignation of such number of the Trustees; or (iii) a sale, lease or other disposition of all or substantially all of the assets of the REIT to any Person or to a group of Persons Acting Jointly, other than in connection with a reorganization in which the Persons beneficially holding at least 50% of the voting power attached to the REIT Units, on a fully diluted basis, as of immediately before the reorganization shall also beneficially hold at least 50% of the voting power of the purchaser, lessee or other transferee of such assets of the REIT immediately after such reorganization; provided, however, that in no event shall any ownership or Control of REIT Units or REIT Board Voting Units, or voting power, by either Founder, any Retained Interest Holder, or any of their respective Controlled Affiliates, or the sale, lease or other disposition of such assets to any of them, or in each case, to any Person Acting Jointly with any of them, constitute a Change of Control of the REIT.

(o) "**Change of Management**" means, with respect to a Founder, any action or inaction that results in such Founder or his representative no longer being either (i) a member of the Board or (ii) an executive officer of, or other management role at, the REIT.

(p) "**Control**" means the possession, directly or indirectly, through one or more intermediaries, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, contract, by virtue of provisions contained in constitutional documents or otherwise; and for certainty, and without limitation, a Person is deemed to Control another Person if: (i) the second Person is a body corporate or a trust that issues voting securities, then the first Person owns securities (other than by way of security only), directly or indirectly, of the second Person entitling the first Person to exercise more than 50% of the votes exercisable at any meeting of that second Person, together with the right to elect a majority of the directors or trustees, as applicable, of the second Person; (ii) the second Person is a partnership, other than a limited partnership, then first Person holds more than 50% of the interests of the partnership or the right to exercise more than 50% of the votes exercisable at any meeting of partners of that partnership; (iii) the second Person is a limited partnership, then the first Person is the general partner of the limited partnership or Controls the general partner of the limited partnership; or (iv) the second Person is a trust that does not issue voting securities, then the first Person Controls the trustees of such trust; and "**Controls**", "**Controlling**", "**Controlled**" and similar terms have corresponding meanings.

(q) "**Counteroffer**" has the meaning set forth in Section 4(a)(iii).

(r) "**Counteroffer Notice**" has the meaning set forth in Section 4(a)(iii).

(s) "**Counteroffer Price**" has the meaning set forth in Section 4(a)(iii).

(t) "**Counteroffer Response Notice**" has the meaning set forth in Section 4(a)(iii).

(u) "**Effective Date**" has the meaning set forth in the Preamble.

(v) "**Evaluation Materials**" include: (i) any offering materials, financial information (including rent rolls), capital budgets, operating budgets and operating statements for the REIT Opportunity; (ii) copies of any letter of intent, offer or purchase or similar agreement in respect of the REIT Opportunity; (iii) information regarding any debt proposed to be assumed in connection with the REIT Opportunity; and (iv) copies of the then most current title policy or title report, the most recent survey and most recent third-party reports in respect of the REIT Opportunity, in each case, in the applicable Restricted Party's (or its Controlled Affiliates') possession.

(w) "**Excluded Property**" means 265 East 66th Street; provided that, solely in the event of a sale (i) of the issued and outstanding interests of a Restricted Party in 265 East 66th Street (and, for the avoidance of doubt, such sale shall not include any interests in 265 East 66th Street held by any third party) and (ii) that is not prohibited by the organizational or similar documents of the entities owning 265 East 66th Street, then such sale of 265 East 66th Street shall be deemed a Sale REIT Opportunity hereunder.

(x) "**Founder**" has the meaning set forth in the Preamble.

(y) "**Gotlib**" has the meaning set forth in the Preamble.

(z) "**Governmental Authority**" means any national, federal, state, provincial, county, municipal, district or local government or government body, or any public, administrative or regulatory agency, political subdivision, commission, court, arbitral body, board or representative of any of the foregoing, foreign or domestic, of, or established by, any such government or government body that has authority in respect of a particular matter or any quasi-governmental body having the right to exercise any regulatory authority thereunder.

(aa) "**Independent Trustees**" means the Trustees who are "independent" for the purposes of National Instrument 58-101 – *Disclosure of Corporate Governance Practices*;

(bb) "**Investment Criteria**" means any multifamily residential real property that (x) is located in one of the top 20 Metropolitan Statistical Areas (as defined by the U.S. Census Bureau (or any successor thereto)) and (y) has average monthly in-place rent that is greater than the product of (i) the then applicable "Low Income Limit" for the "Income Limit Area" in which the property is located (in each case, as calculated by the U.S. Department of Housing and Urban Development, or any successor thereto) and (ii) 0.05.

(cc) "**IPO**" has the meaning set forth in the Recitals.

(dd) "**Non-Competition and Non-Solicitation Agreement**" means that certain non-competition and non-solicitation agreement dated the Effective Date among the REIT, OpCo and the Founders.

(ee) "**OpCo**" has the meaning set forth in the Preamble.

(ff) "**OpCo Designee**" has the meaning set forth in Section 3(a)(ii).

(gg) "**OpCo Units**" means Common Units in OpCo (as the term Common Units is defined in that certain Amended and Restated Limited Liability Company Agreement of OpCo, dated as of the date hereof, by and among OpCo, the Founders and the other Persons party thereto).

(hh) "**Orbach**" has the meaning set forth in the Preamble.

(ii) "**Owned Property**" has the meaning set forth in the definition of "REIT Opportunity".

(jj) "**Parties**" has the Founders and OpCo.

(kk) "**Person**" means any individual, partnership, limited partnership, limited or unlimited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, joint stock company, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal personal representative or Governmental Authority however designated or constituted.

(ll) "**Reimbursable Expenses**" has the meaning set forth in Section 3(d).

(mm) "**REIT**" has the meaning set forth in the Recitals.

(nn) "**REIT Board Voting Unit**" means a board voting unit of the REIT.

(oo) "**REIT Opportunity**" means an opportunity identified by a Restricted Party to (a) acquire (directly or indirectly, including by way of the acquisition of securities) (i) any property for such Restricted Party's own account that satisfies the Investment Criteria and that the applicable Restricted Party does not then own or (ii) any additional interest in a property that satisfies the Investment Criteria already directly or indirectly owned in part by such Restricted Party (any such opportunity contemplated by clauses (a)(i) or (a)(ii), an "**Acquisition REIT Opportunity**"), or (b) sell or otherwise dispose of (directly or indirectly, including by way of the sale or acquisition of securities) any property (or its interest therein) that it owns or otherwise Controls, individually or together with any other Controlled Affiliate of the Founder associated with such first Restricted Party, by such Restricted Party that satisfies the Investment Criteria (solely to the extent such sale is not prohibited by the organizational or similar documents governing such Restricted Party's ownership in such wholly-owned or Controlled property) (such a property, an "**Owned Property**" and any such opportunity contemplated by clause (b), a "**Sale REIT Opportunity**"); provided that in no event shall any Excluded Property be deemed a REIT Opportunity except as provided in the definition of Excluded Property.

(pp) "**REIT Units**" has the meaning set forth in the Recitals.

(qq) "**Restricted Parties**" means Gotlib, Orbach or, with respect to each of Gotlib and Orbach, his respective Controlled Affiliates.

(rr) "**Retained Interest Holders**" means the Persons set forth on Appendix A and their respective successors and assigns.

(ss) "**ROFO**" has the meaning set forth in the Recitals.

(tt) "**Sale Acceptance Period**" has the meaning set forth in Section 4(a)(ii).

(uu) "**Sale Completion Deadline**" has the meaning set forth in Section 4(b).

(vv) "**Sale Offer Acceptance Notice**" has the meaning set forth in Section 4(a)(ii).

(ww) "**Sale Offer Notice**" has the meaning set forth in Section 4(a)(i).

(xx) "**Sale Offer Price**" has the meaning set forth in Section 4(a)(i).

(yy) "**Sale REIT Opportunity**" has the meaning set forth in the definition of "REIT Opportunity".

(zz) "**Subsidiary**" means a Person that is Controlled directly or indirectly by another Person and includes a Subsidiary of a Subsidiary.

(aaa) "**Termination Event**" has the meaning set forth in Section 2.

(bbb) "**Trustee**" or "**Trustees**" means a trustee or the trustees of the REIT, as applicable.

Retained Interest Holders

[redacted]
GO Partners LLC
[redacted]
Meyer Orbach
[redacted]

[Redacted: Confidential Information]