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COMPASS

Exclusive Right to Sell Agreement

Property Type (Select One): ☐**Co-op** ☒**Condominium** ☐**House**
Date: November 10, 2026
Client Name: Cristina Barreto Roslien Executor of the Estate of Ronaldo Pezzi Maia
Address: 610 W 110th St Unit 2C New York, NY 10025
Email: cbroslien@gmail.com
Phone:

_610 West 110th street Unit 2C New York, NY 10025_____Address (the "Property")

Dear Cristina,

Thank you for choosing Compass RE NY, LLC d/b/a Compass as your exclusive agent with the exclusive right to sell the Property.

1. **Sale Price & Charges:** The list price for the Property shall be $___1,800,000.00___(the "List Price").

☐ The Property is a Co-op, in addition to the List Price, you represent that the sale of the Property includes the proprietary lease and_____shares. You also represent that the monthly maintenance charges are $_____.

☑ The Property is a Condominium, in addition to the List Price, you represent that the monthly common charges are $_$2,426.44_____and the annual real estate taxes are $__$14,724.20 _____ .

☐ Capital assessment is $198.33

☐ The Property is a House, in addition to the List Price, you represent that the annual real estate taxes are $___.

2. **Term:** This agreement is effective on the date the agreement is fully executed through 12.31.2027_____ (the "Term"), after which the Term may be extended by mutual written consent of the parties. If prior to the expiration of this agreement, you have entered into a contract of sale for the Property, the Term shall be extended to the earlier of (i) the termination of the applicable contract of sale, or (ii) the date of closing of the Property. If, after the Term, you sign a new exclusive agreement with another broker, you must notify the new broker of your obligations pursuant to Paragraphs 6 and 7 of this agreement. You authorize Compass to contact you directly if, after the Term, a Protected Purchaser informs Compass that it wants to purchase the Property.

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3. **Compass Phased Marketing**:

Phase 1: Private Exclusive: _____ (Initial Here) Seller hereby authorizes Broker to market the Property as a 'Compass Private Exclusive'. Property can/will be placed in Active status in the RLS upon written approval of the Seller.

Seller understands that by listing the property as a 'Compass Private Exclusive,'' the Property will/may not be publicly advertised through the RLS, but will be available on a one-to-one basis to homebuyers and agents, including Compass International Holdings' family of agents, who may or may not share the listing directly with their clients.

If Seller elects not to share the Property over the RLS, or to engage in Compass Phased Marketing pursuant to the above, then Seller agrees to execute the RLS Owner Opt-Out form. The Owner Opt-Out Form must be transmitted to the RLS within forty-eight (48) hours of execution of this agreement.

Phase 2: Coming Soon: _____ (Initial Here) I authorize my property being listed as a "Coming Soon." I understand that by listing the property as a "Coming Soon", the property may be advertised through the RLS during that period, and will be available to homebuyers and agents. This may include the Compass International Holdings' family of websites and other sites, including third party real estate search platform sites, in a way that protects your property from accumulating days on market and price drop history.

If Seller elects to list their property as a Coming Soon, or to engage in Compass Phased Marketing pursuant to the above, then Seller agrees to execute the Coming Soon Authorization form.

Phase 3: Active on the RLS: _____ (Initial Here) The property will be advertised through the RLS during that period, and will be available to homebuyers and agents, including through the Compass International Holdings' family of websites and other sites, including third party real estate search platform sites.

The Seller also understands that (i) he/she can instruct Compass to submit the property to RLS at any time they wish; (ii) by not listing the property on the RLS, it is not distributed to other brokerage firms and other public sites, which could reduce the number of potential buyers who can learn about the Property, the number of showings, and the number of offers during any off-market phase of the marketing (which may result in a lower purchase price). Seller also acknowledges that they are not authorizing Compass to use Compass Phased Marketing as a way to circumvent fair housing laws.

Participant Only Network:_____ (Initial Here) shall mean a collective of listings where the Owner elects to not publicly disseminate, make publicly available online, or otherwise advertise such listing but wishes to co-broke by submitting the listing to the RLS for authorized Participant view only

No Three-Phased Marketing - Direct to MLS _____ (Initial Here) I authorize my property being listed on the RLS and other public sites - I do not wish to list my property as a "Private Exclusive" or "Coming Soon" at this time**.**

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4. **Advertising:** Compass and its agent(s), ___Klavdia Lesnaya
, will photograph and show the Property, accompany potential purchasers and co-brokers on visits to the Property, and report activity to you. You direct Compass to begin advertising the Property publicly on or about ___November 23, 2026_____ , upon which date the listing will simultaneously be disseminated to all REBNY members over the RLS per REBNY rules. No other advertising by you or a third party is permitted unless Compass provides written consent.

5. **A. Compensation**: **Real estate commissions are fully negotiable and not set by law.** If the Property is sold during the Term, you agree to pay compensation as follows:

   a. **To Compass as Listing Broker**: _3___% of the Property's final sales price; and

   b. **To Buyer Brokerage Firm (which may include Compass)**: __2.5 % of the Property's final sales price; or

   c. **To Compass as Listing Broker and with an unrepresented Buyer:** 4.% of the Property's final sales price.

   B**.** In addition to any brokerage commission otherwise payable under this Agreement, Seller agrees to pay Broker a flat transaction compensation ("FTC") of One Hundred Ninety-Five Dollars ($195.00), which shall be due and payable at the closing of title. This FTC is in addition to the brokerage commission.

   For the avoidance of doubt, the total commission you will pay shall in no event exceed __6_ % of the Property's final sales price plus $195, unless otherwise authorized by You. Compensation shall be due and payable whether the Property is sold to (a) an independent third party; (b) to the Board of Managers or Directors (for Co-ops or Condos, as applicable) exercising its rights, or (c) to a current lessee of the Property. During the Term, you will refer all inquiries or offers regarding the Property to Compass and negotiate exclusively through Compass. Compass will submit all offers to you and any sale is subject to your approval. For the avoidance of doubt, "sold during the Term" includes a sale where Seller enters into a contract of sale for the Property during the Term and the Property subsequently closes. Should the closing/transfer of shares and proprietary lease not occur for any reason, except your willful default, there will be no commission due.

6. **Protected Purchasers**: Within seven (7) business days after the expiration or termination of the Exclusive Listing, the Exclusive Broker shall deliver to the Owner a list of no more than six (6) names of persons (or related entity) who visited the Exclusive Property during the term of the Exclusive Listing. If within ninety (90) days after the expiration of the Exclusive Listing a sales contract or lease for the Exclusive Property is executed with one of the six persons (or related entities) on the list, the Exclusive Broker shall be entitled to the compensation, if any, set forth in the Exclusive Listing. Owner represents and warrants that if a new exclusive listing agreement is

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executed with another Exclusive Broker (the "New Exclusive Broker"), Owner will notify the New Exclusive Broker of this provision and that the Exclusive Broker may negotiate directly with the Owner with respect to the persons (or related entities) on the list during the ninety (90) day protected period.

7. ~~**Lease Commission:** If the Property is leased during the Term, you agree to pay Compass~~ fifteen percent (15%) ~~of the first year's rent as commission.~~

8. **Buyer Default:** In the event you receive any money in connection with a buyer's default on a fully executed contract of sale for the Property, you will pay Compass ten percent (10%) of the amount you receive. This payment is non-refundable.

9. **DISCLOSURE PURSUANT TO REAL PROPERTY LAW SECTION 175.24(B)**: AN "EXCLUSIVE RIGHT TO SELL" MEANS THAT IF YOU, THE OWNER OF THE PROPERTY, FIND A BUYER FOR THE PROPERTY, OR IF ANOTHER BROKER FINDS A BUYER, YOU MUST PAY THE AGREED UPON COMMISSION TO COMPASS. AN "EXCLUSIVE AGENCY" MEANS THAT IF YOU, THE OWNER OF THE PROPERTY, FIND A BUYER, YOU WILL NOT HAVE TO PAY A COMMISSION TO COMPASS. HOWEVER, IF ANOTHER BROKER FINDS A BUYER, YOU WILL OWE A COMMISSION TO BOTH THE SELLING BROKER AND TO COMPASS. THIS AGREEMENT GRANTS COMPASS AN EXCLUSIVE RIGHT TO SELL.

10. **Miscellaneous:**

    a. You represent that you own the Property or that you are the holder of the proprietary lease and shares of stock allocated to the Property, and are authorized to enter into this agreement, subject to the Co-Op Board granting its approval or the Condominium Board waiving its right of first refusal, as applicable. If applicable, you authorize Compass to contact the Co-Op Board or Condominium Board in connection with this agreement.
    b. If, at any time, you receive an e-mail communication that (i) requests sensitive financial information or provides wire transfer instructions, and (ii) purports to come from your listing agent, a Compass representative, or other third party, it may be fraudulent. Please take caution not to provide sensitive information without independently confirming the legitimacy of any such request.
    c. You acknowledge that Compass has informed you of your responsibility to ensure compliance with the Federal Lead Paint Disclosure Law.
    d. Compass RE NY, LLC d/b/a Compass is a duly licensed real estate broker under New York state law and provides housing opportunities to all persons in compliance with Federal, State, and local Fair Housing laws.
    e. Each party agrees to submit to binding arbitration through the American Arbitration Association in New York City for any dispute.
    f. If any action at law is necessary to enforce the compensation provision of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

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g. A waiver given by Compass on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion. If a provision of this agreement is deemed invalid, illegal or otherwise unenforceable, the remaining provisions shall in no way be affected.

h. PURSUANT TO THE REAL PROPERTY LAW SECTION 294-B, EFFECTIVE JANUARY 1, 2009, COMPASS WILL HAVE THE RIGHTS SET FORTH IN REAL PROPERTY LAW SECTION 294-B, WHICH PROVIDES THAT AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE TOTAL COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT YOU DO NOT PAY THE TOTAL COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE TOTAL COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY COMPASS AND ANY CO-BROKER, IF APPLICABLE.

i. This agreement: (i) represents the entire agreement between the parties and supersedes any previous oral or written agreements; (ii) may only be modified in a writing signed by both parties; (iii) is binding upon all successors and assigns; (iv) is governed by New York state law; (v) may be executed in one or more counterparts, including via electronic signatures.

[Signature Page to Follow]

Accepted and agreed to:

Signed by:
Cristina Barreto Roslien Executor of the Estate of Ronaldo Pezzi Maia
003ED0C52303408...

Seller's Signature

Name:

Date: 11/10/2026

Signed by:
Donna LaPerla
49F8B2349AA444A...

Compass Authorized Signatory

Sales Manager:

Date: 11/10/2026

Cristina Barreto Roslien Executor of the Estate of Ronaldo Pezzi Maia

Seller's Signature

Name:

Date:

DocuSigned by:
Klavdia Lesnaya
E20D7E6E9E57496...

Compass Agent Signature

Agent's Name: Klavdia Lesnaya

Date: 11/10/2026