

# COMPASS

## CO-EXCLUSIVE RIGHT TO SELL AGREEMENT

Date *03/06/2026*  
Client's Name *Omar Ghory*  
Address *430 E 77th St. 7C, New York, NY 10075*  
Email Address *omar.ghory@gmail.com*  
Telephone Number *+12017901240*

### Re: Co-Exclusive Right to Sell

*430 E 77th St 7C, Manhattan, NY 10075* (the "Property")

Dear : *Omar Ghory*

This agreement (the "Agreement") confirms that you have engaged Compass RE NY, LLC d/b/a Compass ("Compass") and Name of Co-Exclusive Brokerage ("Shorthand for Co-Exclusive Brokerage") as real estate brokers (collectively, the "Brokers") with co-exclusive rights to sell the Property ("Co-Exclusive Rights to Sell").

1. You ("you" or the "Seller") represent that (select one):

**Townhome.** You are the owner of the Property, you hold the title for the Property, and you are authorized to enter into this Agreement and sell the Property.

**Condo.** You are the owner of the Property, you hold the title for the Property, and you are authorized to enter into this Agreement and sell the Property, subject to the building's Board of Managers or Directors (the "Board"), as applicable, waiving their right of first refusal when applicable.

**Co-Op.** The premises is a cooperative unit #7C, you are the holder of the proprietary lease and shares of stock allocated to the Property, and you are authorized to enter into this Agreement and to sell the proprietary lease and shares of stock allocated to the Property, subject to the approval of the Board when applicable.

Any sale is subject to your approval as well as the approval of the Board, when applicable. You authorize Brokers to contact the foregoing, or their managing agents, to verify the status of the Property and all necessary approvals.

2. You authorize Brokers to offer the Property for sale at a price of \$ *469,000.00*. Furthermore, you represent that the monthly charges associated with the Property are as follows:  
Outline Monthly Charges (real estate taxes, maintenance, charges, common charges).
3. The term of this Agreement shall be effective as of the date you sign and shall continue in full force and effect until September 16<sup>th</sup> 2026 (the "Term"). Thereafter, the Term may be extended by mutual written agreement of the parties.
4. Compass Phased Marketing: Seller hereby authorizes Broker to market the Property as a 'Compass Private Exclusive'. Property will be placed in Active status in the RLS upon written approval of the Seller or on the RLS Active date. Compass will adhere to all applicable RLS and

Association Rules and Regulations. 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 to Compass agents, who can share the listing directly with their clients. 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 he/she is not authorizing Compass to use Compass Phased Marketing as a way to circumvent fair housing laws.

5. Owner Opt Out: If Seller elects not to share the Property over the RLS, or to engage in Compass Phased Marketing pursuant to paragraph 3, 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, and there may be no public marketing of the Property during the opt-out period.
6. You authorize Brokers to advertise, photograph and show the Property. Brokers will advertise the Property, including listing it on their respective websites, at their discretion, and may host open houses for potential purchasers and co-brokers. You agree that no other advertising or marketing, including listings on the Internet, shall be permitted unless Brokers specifically authorize them. Brokers’ agent(s), First and Last Name of Agent(s) of Compass and First and Last Name of Agent(s) at Shorthand for Co-Exclusive Brokerage, will report activity to you on a regular basis and will accompany potential purchasers and co-brokers at the Property.
7. As a member of The Real Estate Board of New York (“REBNY”), Brokers are required to share the listing with the RLS, simultaneously upon any public dissemination of marketing of the property or upon any showing to any buyer.
8. **Compensation. Commissions are not set by law and are fully negotiable. If the Property is sold during the Term, you agree to pay compensation as follows:**
  - A. **To Compass and Co-Exclusive Broker as listing broker:** 3.5 % of the Property’s final sales price; and
  - B. **To Buyer Brokerage Firm (Which may include Compass and Co-Exclusive Brokerage):** 2.5 % of the Property’s final sales price; or
  - C. **To Compass and Co-Exclusive Listing Broker with a Direct Buyer:** 4.5 % of the Property’s final sales price.

In addition to any brokerage commission otherwise payable under this Agreement, Seller agrees to pay Broker a flat transaction compensation of One Hundred Ninety-Five Dollars (\$195.00), which shall be due and payable at the closing of title. This transaction commission 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, 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 of the building in which the Property is located (exercising its right of first refusal), or (c) to a current lessee of the Property.

9. During the Term, you agree to refer to Brokers all inquiries, proposals, and offers received by you regarding the Property, including but not limited to those from principals and other brokers, and you agree to conduct all negotiations with respect to the sale or other disposition of the Property solely and exclusively through Brokers. Brokers agree to submit any offers received to you for your review.
10. Within seven (7) business days after the expiration or termination of this Agreement, Brokers will provide you with a list of up to 6 individuals who were introduced to the Property by Brokers during the Term. If a lease or contract of sale for the Property is entered into with anyone on that list or their related entities or persons within ninety (90) days of the expiration or termination of the Term, you will pay Brokers the commission (i) in the event of a sale, as set forth in Paragraph 6 or (ii) in the event of a lease, as set forth in Paragraph 7. You agree that if a new exclusive agreement is executed with another exclusive broker (the "New Exclusive Broker"), you will notify the New Exclusive Broker of this provision, and Brokers may continue to negotiate directly with you, without the New Exclusive Broker, with respect to the customers on the list during the ninety (90) day protected period.
11. In the event that you retain any deposit paid to you pursuant to a contract of sale for the Property signed by a person introduced during the Term, you agree to pay Brokers ten percent (10.00%) of such deposit. This payment shall be non-refundable; however, if you subsequently enter into a contract of sale for the Property within twelve (12) months of the first contract of sale, and Brokers are due a commission in connection with such subsequent sale, your payment of the deposit commission due under this Paragraph 9 (or the portion retained by Brokers if another co-broker shares the payment) shall be credited toward Brokers' commission in connection with the subsequent sale.
12. Brokers represent you, the Seller, pursuant to this Agreement. If another agent of either of the Brokers represents the Buyer in the sale of the Property, you acknowledge and agree that such Broker will be a dual agent in said transaction with designated agents representing both you and the Buyer. Furthermore, please note that such Broker will represent said Buyer when showing the listings of other real estate brokerages. Pursuant to section 443 of Article 12 of the New York Property Law, you hereby consent to dual agency should that situation arise.
13. A Co-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 Brokers. An "exclusive agency" means that if you, the owner of the Property, find a buyer, you will not have to pay a commission to Broker; however, if another broker finds a buyer, you will

owe a commission to both the selling broker and Brokers. This Agreement grants Broker an Exclusive Right to Sell.

14. You acknowledge that Brokers have informed you of your obligations under the Federal Lead Paint Disclosure Law and that you are aware of your responsibility to ensure compliance therewith.
15. Brokers are duly licensed real estate brokers under New York state law and provide housing opportunities to all persons in compliance with Federal, State and local Fair Housing laws.
16. This Agreement represents and embodies the entire agreement between the parties and supersedes any previous oral or written agreements, discussions or understandings. This Agreement may only be amended or modified by a written document signed by Seller and both Brokers. This Agreement is binding upon all parties' successors and assigns. No delay or omission by Brokers in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Brokers on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. In case any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
17. Each party agrees to submit to binding arbitration through the American Arbitration Association in New York City for any disputes arising under the terms of this Agreement. This Agreement shall be governed and interpreted pursuant to the laws of the State of New York.
18. 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.
19. 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.
20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one document. Any signature delivered by facsimile or by e-mail shall create a valid and binding obligation of the party that signed (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

Please sign below as confirmation of your Agreement, retain a copy, and return a signed copy to Brokers.

Sincerely,  
Compass

**AGREED TO AND ACCEPTED BY:**

Omar Ghory \_\_\_\_\_

Seller's Signature

Name: **Omar Ghory**  
Date: 03/19/2026

Sarah Orfinsky \_\_\_\_\_

Authorized Signatory of Compass

Sales Manager Name:  
Title: Sarah Orfinsky  
Date: 03/20/2026

\_\_\_\_\_

Seller's Signature

Name:  
Date:

Pragati Pandey \_\_\_\_\_

Compass Agent Signature

Name: **Pragati Pandey**  
Date: 03/20/2026

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Authorized Signatory of Enter Shorthand of Other Brokerage

Name:  
Title:  
Date:

\_\_\_\_\_

Agent of Enter Shorthand of Other Brokerage

Name:  
Date: