COMPASS

Exclusive Right to Sell Agreement

Property Type (Select One): ☐ **Co-op** ☒ **Condominium** ☐ **House**

Date: 09/03/2026

Client Name: Youssef Mina

Address: 69 Berry Street #1L, Brooklyn, NY 11249

Email: youssef@janvscapital.com

Phone: (917) 213-8582

69 Berry St L1, Brooklyn, NY 11249 Address (the "Property")

Dear Mr. Youssef Mina,

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 $ 1100000.0 (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 $ 1,250.28 and the annual real estate taxes are $ 8,780.20 .

☐ 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 12/31/2026 (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.

3. **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.

4. **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.

5. **Advertising:** Compass and its agent(s), ___*Robert J. Rosencrans*___ , 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 ___*09/03/2026*___ , 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.

6. **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)**: ___*3*___% of the Property's final sales price; or

   c. **To Compass as Listing Broker and with an unrepresented Buyer:** ___*6*___% 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 commission of One Hundred Ninety-Five Dollars ($195.00), which shall be due and payable at the closing of title. This transaction fee 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, except as set forth in paragraph 6.

7. **Protected Purchasers**: Within seven (7) business days after the expiration 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 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.

8. **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.

9. **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 and will be due in addition to other amounts due under this agreement. If a co-broker is involved in the sale, Compass will share this amount with the co-broker as directed by you.

10. **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.

11. 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.

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:

eSign Youssef Mina
09/03/26 - 02:23 PM EDT

Seller's Signature

Name: Youssef Mina
Date: 09/03/2026

eSign Doug Heddings
09/03/26 - 02:20 PM EDT

Compass Authorized Signatory

Sales Manager: Doug Heddings
Date: 09/03/2026

Seller's Signature

Name:
Date:

eSign Robert J. Rosencrans
09/03/26 - 01:46 PM EDT

Compass Agent Signature

Agent's Name: Robert J. Rosencrans
Date: 09/03/2026