



Condominium Listing Agreement Exclusive Right to Sell

Fabrizio Ferri, Geraldina Ferri
265 Wythe Avenue 5PH, Brooklyn, NY 11249
ff@industrianyc.com
(917) 399-2414

265 Wythe Ave #4, Brooklyn, NY 11249 (the "Property")

Dear **Fabrizio and Geraldina**

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

- Sale Price & Monthly Charges.** You authorize Compass to offer the Property for sale for \$ 3,299,000.00. You represent that the monthly common charges are \$ 956.58 and the annual real estate taxes are \$ 24,500.64.
- Term.** This agreement is effective on the date the agreement is fully executed through 09/01/2026 (the "Term"), after which the Term may be extended by mutual written consent of the parties. If prior to 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 4 and 5 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.
- Advertising.** Compass and its agent(s), RoseAnne Degliuomini | DE Advisory Team, will photograph and show the Property, accompany potential purchasers and co-brokers, and report activity to you. You direct Compass to begin advertising the Property publicly on or about 03/13/2026, upon which 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.
- 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:
 - To Compass as Listing Broker:** 3 % of the Property's final sales price; and
 - To Buyer Brokerage Firm (which may include Compass):** 2 % the Property's final sales price; or
 - To Compass as Listing Broker and with an unrepresented Direct Buyer:** 4.5 % of the Property's final sales price.

For the avoidance of doubt, the total commission you will pay shall in no event exceed 5 % 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.

- Protected Purchasers.** In addition to Section 4 above, Compass will provide you with a list of no more than six (6) individuals introduced to the Property during the Term (each a "Protected Purchaser") within seven (7) business days of the Term's end. If a lease or contract of sale for the Property is entered into with anyone on that list or with their related parties (individuals or entities) within ninety (90) days of the Term's end, you will pay Compass the

commission set forth above.

6. **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.
7. **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.
8. **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.**
9. **Miscellaneous.**
 - a. You represent that you own the Property and are authorized to enter into this agreement, subject to the Condo Board waiving its right of first refusal. If applicable, you authorize Compass to contact the Condo 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:

Fabrizio Ferri

Seller's Signature

Name: **Fabrizio Ferri**

Date: 01/22/2026

Matthew Ochsenhirt

Compass Authorize Signatory

Sales Manager Name: **Matthew Ochsenhirt**

Date: 01/22/2026

Geraldina Ferri

Seller's Signature

Name: **Geraldina Ferri**

Date: 01/22/2026

RoseAnne Degliuomini

Compass Agent Signature

Agent's Name: **RoseAnne Degliuomini**

Date: 01/22/2026



DISCLOSURE REGARDING THE COMPASS PHASED MARKETING STRATEGY

Compass offers a unique **Phased Marketing Strategy**, which gives you multiple opportunities to make a first impression prior to your property being offered on the Residential Listing Service (“RLS”), if you so choose.

The strategy’s benefits may include: (1) Marketing your property without accumulating days on market and price drop history, which may devalue a property in the eyes of buyers; (2) Testing an aspirational price and/or validating a pricing strategy, while signaling that your listing is coming; (3) Using the time for staging, painting, and performing other market preparation while still building buyer demand; (4) Maintaining your privacy by keeping your property’s photos and other identifiable information visible to a smaller audience until/if you decide to list on the RLS or put it on compass.com; and (5) The opportunity to create increased buyer demand for when/if the property is offered to a larger audience.

The strategy’s phases include:

- (1) Compass Private Exclusive, which markets your property privately to Compass agents and their clients 1:1.
- (2) Listing through the RLS as an active listing to other public sites.

Please initial the option(s) below to advise and instruct Compass how you would like to market your property:

Private Exclusive: FF GF I authorize Compass to list my property as a “Compass Private Exclusive” until otherwise instructed in writing. I understand that by listing as a “Compass Private Exclusive”, my property will not be publicly advertised through the RLS until instructed in writing, but will be available to Compass agents, who can share the listing directly with their clients on a one-to-one basis.

No Phased Marketing - Direct to RLS _____ I authorize Compass to directly list my property on the RLS and other public sites.

Other marketing strategies may be available. Please contact your real estate professional for more information.

Initial here: FF GF I understand that by choosing “Compass Private Exclusive”, my property will not be distributed publicly and may not be listed on Trulia or Zillow. I am also aware that I can instruct Compass to submit my property to the RLS as an active listing at any time. I have been advised that while the property is in this off-active RLS phase, I’m not obligated to accept an offer.

I agree that, if I choose to list my property as a “Compass Private Exclusive”, I do so for marketing, privacy, security, or other legitimate, nondiscriminatory reasons outlined in this disclosure unrelated to the potential group of buyers' race, color, religion, sex, familial status, national origin, disability, or other characteristics protected by the Fair Housing Act and other civil rights statutes and that Compass must and will follow national, state and local fair housing laws while marketing and selling the property.

Fabrizio Ferri

Seller _____

Date: 01/22/2026

Geraldina Ferri

Seller _____

Date: 01/22/2026

RoseAnne Degliomini

Agent: _____

Date: 01/22/2026

EXHIBIT B

DRAFT RLS Owner Opt-Out Form (Article I, Section 5) (Rev 2025)

Date: *01/13/2026*

RLS at REBNY
570 Lexington Avenue,
Second Floor
New York, New York 10022
Attn: RLS Staff

To the RLS Staff:

I, *Fabrizio Ferri, Geraldina Ferri*, have elected to not share my Exclusive Property (address below) with other firms participating in the REBNY Listing Service (“RLS”) including the RLS’ Participant Only Network. As discussed with my Exclusive Broker/Agent, I understand that my Exclusive Broker/Agent is prohibited from displaying the Exclusive Property on its website, various third-party real estate websites, and social media applications as described in the RLS Universal Co-Brokerage Agreement (“UCBA”).

I have had thorough discussions with my Exclusive Broker/Agent regarding this decision. Based on those discussions, I understand and acknowledge that by not sharing my Exclusive Property with other brokers through the RLS, the level of exposure that my Exclusive Property receives may be affected, which may ultimately affect both the number of offers made for my Exclusive Property and/or the price at which it is sold or rented. I further understand and acknowledge that by electing to not have my Exclusive Property be displayed as described above, then both real estate brokers and consumers who conduct searches for property listings on the Internet may not see information about my Exclusive Property. I also understand and acknowledge that, if I have selected to not have my Exclusive Property shared over the RLS to other participating brokerage firms, then it may take longer to sell or rent my Exclusive Property than if it had been shared with other brokers participating in the RLS.

Fabrizio Ferri

Fabrizio Ferri, Geraldina Ferri

Signature of Owner

Geraldina Ferri

Address (including unit #):

265 Wythe Ave #4, Brooklyn, NY 11249

Agent Name: *RoseAnne Degliuomini | DE Advisory Team*

Brokerage: *Compass*

Important Instructions for Exclusive Brokers:

- 1) **Original of this document must be submitted through Exclusive Broker’s LMP with the Exclusive Listing within forty-eight (48) hours of the execution of the Exclusive Listing Agreement. (See Article I, Section 5).**
2. **The Exclusive Broker should retain a copy of this document for its files.**



New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by RoseAnne Degliuomini | The DE Advisory Team of Compass
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Seller as a (check relationship below) | <input type="checkbox"/> Buyer as a (check relationship below) |
| <input checked="" type="checkbox"/> Seller's Agent | <input type="checkbox"/> Buyer's Agent |
| <input type="checkbox"/> Broker's Agent | <input type="checkbox"/> Broker's Agent |
| <input type="checkbox"/> Dual Agent | |
| <input type="checkbox"/> Dual Agent with Designated Sales Agent | |

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance Informed Consent Dual Agency
 Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: Louis Esposito is appointed to represent the buyer; and RoseAnne Degliuomini is appointed to represent the seller in this transaction.

(I) (We) Fabrizio Ferri, Geraldina Ferri acknowledge receipt of a copy of this disclosure form:

Signature of { } Buyer(s) and/or { } Seller(s):

Fabrizio Ferri

Geraldina Ferri

Date: 01/22/2026

Date: 01/22/2026



New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing and Anti-discrimination Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing and Anti-discrimination Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by RoseAnne Degliuomini (print name of Real Estate Salesperson/
Broker) of Compass (print name of Real Estate company, firm or brokerage)

(I)(We) Fabrizio Ferri, Geraldina Ferri

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature Fabrizio Ferri Date: 01/22/2026

Buyer/Tenant/Seller/Landlord Signature Geraldina Ferri Date: 01/22/2026

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

COMPASS

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Fabrizio Ferri, Geraldina Ferri From: Compass, First American, VergeTitle & TitleVest
 Property: 265 Wythe Ave #4, Brooklyn, NY 11249 Date: 01/13/2026

This is to give you notice that Compass, Inc. and its affiliated brokerages (“Compass”),¹ as well as First American Title Insurance Company (“First American”), and TitleVest Agency, LLC (“TitleVest”), have a business relationship with the providers listed on this disclosure form, and each may refer to you the services of another. Specifically, Compass, Inc. indirectly owns 49% of VergeTitle, 100% of Secured Land Transfers LLC d/b/a ProNational Title Agency, 49.9% of Guaranteed Rate Affinity LLC, 100% of Anywhere Insurance Agency, Inc., and 1.65% of Notarize, Inc. TitleVest owns 51% of VergeTitle, and TitleVest is a wholly owned subsidiary of First American.

Because of these relationships, the referral of a customer (including you) by any of these entities to another may provide the referring entity and/or its affiliates or employees with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

| Provider | Service | Estimated Charge or Range of Charges | | |
|--|----------------------------|--|-----------------------|--|
| VergeTitle Agency, LLC/First American Title Insurance Company, Secured Land Transfers LLC d/b/a ProNational Title Agency | Title Insurance | Sales price | Owner’s Policy | Lender’s Policy: (Simultaneous) |
| | | \$100,000 | \$625.00 | \$186.00 |
| | | \$300,000 | \$1,329.00 | \$394.00 |
| | | \$500,000 | \$2,033.00 | \$602.00 |
| | | \$1,000,000 | \$4,281.00 | \$1,073.00 |
| | | \$1,500,000 | \$6,021.00 | \$1,508.00 |
| | | \$3,000,000 | \$12,075.00 | \$3,622.00 |
| | | Typical endorsements \$100-\$200. Additional fees \$750-\$2,000. CHARGES ARE ESTIMATES AND MAY VARY. Other charges may apply; contact your representative for more information. | | |
| Guaranteed Rate Affinity LLC | Loan Products and Services | Origination Fees (Application, Commitment, Lender, Processing, Origination): \$1,640.00 Discount Fee/Points: 0 – 3% of loan amount. Additional third-party fees may apply. | | |
| Anywhere Insurance Agency, Inc. | Homeowner’s Insurance | \$2.00 - \$8.00 per thousand dollars of replacement cost of dwelling. Pricing will vary based on specific risk profile. | | |
| Notarize, Inc. | Notary | \$25-\$100 | | |

In addition to the relationships described above, Compass affiliates have a business arrangement with Assurant Home Warranty (“Assurant”). While these affiliates do not have any ownership interest in Assurant, they may receive fees from Assurant in return for their performance of services.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Compass and the providers listed on this disclosure form may refer me/us to purchase the above-described service(s) from one another, and that any such referrals may provide the referring entity and/or its affiliates or employees with a financial or other benefit as the result of any such referral.

| | | | |
|-----------------------|------------|------------------------|------------|
| Buyer’s Signature | Date | Buyer’s Signature | Date |
| <i>Fabrizio Ferri</i> | 01/22/2026 | <i>Geraldina Ferri</i> | 01/22/2026 |
| Seller’s Signature | Date | Seller’s Signature | Date |

¹ Compass-affiliated brokerages generally use names or trade names which include the word “Compass.”

**NEW YORK AFFILIATED BUSINESS REFERRAL DISCLOSURE NOTICE
(Pursuant to Insurance Law § 2113(d) and 11 NYCRR § 35.5(a))**

To: Fabrizio Ferri, Geraldina Ferri From: Compass, First American, VergeTitle & TitleVest
 Property: 265 Wythe Ave #4, Brooklyn, NY 11249 Date: 01/13/2026

This is to give you notice that Compass, Inc. and its affiliated brokerages (“Compass”),¹ First American Title Insurance Company (“First American”), and TitleVest Agency, LLC, (“TitleVest”), have a business relationship with VergeTitle LLC (“VergeTitle”) (collectively, the “Companies”) and each may refer to you the services of another. Pursuant to the above referenced New York State law and regulation, we are providing you with the following disclosures:

1. The nature of the affiliated relationship is as follows: Compass, Inc. indirectly owns 49% of VergeTitle, TitleVest owns 51% of VergeTitle, and TitleVest is a wholly owned subsidiary of First American. Because of these relationships, the referral of a customer (including you) by any of the Companies to another may provide the referring company and/or its affiliates with a financial or other benefit.
2. You are not required to use the services of VergeTitle or First American and you may shop around to determine whether you are receiving the best services and the best rate for such services.
3. Any money or other thing of value directly or indirectly paid by VergeTitle or First American to the person or entity making this referral would, or will be, based on the person or entity's financial interest in VergeTitle, and not by the amount of title insurance business referred. Such compensation or other thing of value does not violate the federal Real Estate Settlement Procedures Act of 1974 (RESPA), New York Insurance Law §2324, or New York Insurance Law §6409.
4. No Company is required to refer a specified amount of title insurance business to VergeTitle or First American.
5. The amount or value of any compensation or other thing of value that any of the Companies expect to receive in connection herewith is their applicable share, if any, of profit after expenses in accordance with the ownership of VergeTitle as stated above in paragraph 1. VergeTitle and First American revenue comes from the provision of title insurance and ancillary services, and estimated fees and charges are set forth below.

| Provider | Service | Estimated Charge or Range of Charges |
|---|-----------------|--|
| VergeTitle LLC/First American Title Insurance Company | Title Insurance | <p>Owner's Policy. Begins at \$338 for \$35,000 of insurance, with graduated charges per thousand of additional insurance ranging from \$7.52 to \$2.36 per thousand, with the price per thousand decreasing as the policy amount increases</p> <p>Lender's Policy. Begins at \$284 for \$35,000 of insurance, with graduated charges per thousand of additional insurance ranging from \$6.28 to \$1.97 per thousand, with the price per thousand decreasing as the policy amount increases.</p> <p>Endorsements. Endorsements which are not priced-per thousand as an additional percentage (5% to 20%) of the premium incur a flat fee which ranges from \$0 to \$150.</p> <p>Ancillary service charges. May range from \$25 to several thousand dollars, depending upon the requirements of a particular transaction. Other fees/charges may apply. Please ask for a detailed estimate for your transaction.</p> |

6. VergeTitle generates non-affiliated business from more than one source.

¹ Compass-affiliated brokerages generally use names or trade names which include the word “Compass.”

