

COMPASS

Exclusive Right to Sell Agreement

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

Date: **April 9, 2026**

Client Name: **Nestor T. Masckauchan**

Address: **120 Bennett Avenue, #1H New York, NY 10033**

Email:

Phone: **917-476-5274**

* **120 Bennett Avenue, #1H New York, NY 10033 (the Property)**

Dear **Mr. Masckauchan**,

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 \$ **\$275,000** (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 **201** shares. You also represent that the monthly maintenance charges are \$ **757.91**.

The Property is a Condominium, in addition to the List Price, you represent that the monthly common charges are \$ _____ and the annual real estate taxes are \$ _____.

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 **10/11/26** (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:**

Phase 1: Private Exclusive: ^{Initial} MM (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} MM (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} MM (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, in a way that protects your property from accumulating days on market and price drop history.

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.

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.

4. **Advertising:** Compass and its agent(s), Nick Rafello, 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 04/30/26, 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:
- To Compass as Listing Broker:** 3% of the Property's final sales price; and
 - To Buyer Brokerage Firm (which may include Compass):** 2.5% of the Property's final sales price; or
 - To Compass as Listing Broker and with an unrepresented Buyer:** 5% 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 5.5% 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 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. If a co-broker is involved in the sale, Compass will share this amount with the co-broker as directed by you.
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.

- 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:

Néstor Masckauchán

57B8177B602E426...

Seller's Signature

Name: Néstor Masckauchán

Date: 4/9/2026

Signed by:

Donna LaPerla

49F582849A444A...

Compass Authorized Signatory

Sales Manager: Donna LaPerla

Date: 4/9/2026

DocuSigned by:

Nick Rafello

4C36DE1B5FE5444...

Compass Agent Signature

Agent's Name: Nick Rafello

Date: 4/9/2026

Seller's Signature

Name:

Date:



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
 P.O. Box 22001
 Albany, NY 12201-2001
 Customer Service: (518) 474-4429
www.dos.ny.gov

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 consistent 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 Nick Rafello of Compass
(Print Name of Licensee) *(Print Name of Company, Firm or Brokerage)*

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

Seller as a *(check relationship below)*

Seller's Agent

Broker's Agent

Buyer as a *(check relationship below)*

Buyer's Agent

Broker's Agent

Dual Agent

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: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) Néstor Masckauchán acknowledge receipt of a copy of this disclosure form:

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

Néstor Masckauchán

57B8177B602E426...

Date: 4/9/2026

Date: _____



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 Discrimination Disclosure Form

Federal, State and local Fair Housing 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 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 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 Nick Rafello (print name of Real Estate Salesperson/
Broker) of Compass (print name of Real Estate company, firm or brokerage)

(I)(We) Néstor Masckauchán

(Real Estate Consumer/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature Signed by:
Néstor Masckauchán
57B8177B602E426... Date: 4/9/2026

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