



Co-Op Listing Agreement Exclusive Right to Sell

Date 9/30/2025

Client Name Debbie Ting

Address 240 East 76th Street, Apartment 4U, New York, NY 10021

Email debbiet94@outlook.com

Phone 929-505-6708

Address (the "Property") 240 East 76th Street, Apartment 4U, New York, NY 10021

Dear Debbie :

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 & Monthly Charges.** You authorize Compass to offer the Property for sale for \$ 525,000 which includes the proprietary lease and 130 shares. You represent that the monthly maintenance charges are \$ 1077.22.

Assessment (provide amount, expiration date, and what it's for): 0

04/30/2026

2. **Term.** This agreement is effective on the date the agreement is fully executed through ~~04/30/25~~ (the "Term"), ^{DS} ~~and~~ 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.

3. **Advertising.** Compass and its agent(s), Rachel Yohai, 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 ^{October 8th, 2025} ~~10/01/25*~~, 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.

* TBD. Private exclusive first

4. **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.

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, 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 to reject the purchaser), or (c) to a current lessee of the Property.

5. **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 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, as applicable. If applicable, you authorize Compass to contact the Co-Op 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.

If the following purchasers purchase the apartment, the seller does not owe Compass a commission:

David Jordan
Aviva Himoff
Meredith Wolff

[SIGNATURE PAGE TO FOLLOW]

Accepted and agreed to:

DocuSigned by:
Debbie Ting
400D0A419DA142D...
Seller's Signature

Name: Debbie Ting
Date: 9/30/2025

Signed by:
[Signature]
2EE3F2FE1742432...
Compass Authorize Signatory

Sales Manager Name: Sarah Orlinsky
Date: 9/30/2025

Seller's Signature

Name:
Date:

DocuSigned by:
Rachel Yohai
A661E017670A46D...
Compass Agent Signature

Agent's Name: Rachel Yohai
Date: 9/22/2025