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5 *differentiated additions, have been approved and promulgated by the Commission for public use. All users*  
6 *are prohibited from modifying this form except as permitted by the Rules Regarding Real Estate Brokers,*  
7 *4 CCR 725-1-7.2.*  
8

9 **LC50 – Exclusive Right-To-Sell Listing Contract**  
10 **Adoption Date: October 7, 2025**  
11 **Mandatory Use Date: January 1, 2026**  
12

13  
14 **THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES**  
15 **SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

16 **COMPENSATION CHARGED BY BROKERAGE FIRMS IS NOT SET BY LAW AND IS FULLY NEGOTIABLE.**

17  
18 **DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER**  
19 **AGENCY, OR TRANSACTION-BROKERAGE.**  
20

## 21 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

22  
23  
24  **SELLER AGENCY**     **TRANSACTION-BROKERAGE**  
25

26  
27 Date: 4/1/2026  
28

29  
30 **1. AGREEMENT.** Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing  
31 Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage  
32 services to Seller. Seller agrees to pay Brokerage Firm as set forth in this Seller Listing Contract.  
33

### 34 **2. BROKER AND BROKERAGE FIRM.**

35  **2.1. Multiple-Person Firm.** If this box is checked, Broker (as defined below) is the individual  
36 designated by Brokerage Firm to serve as the broker of Seller and to perform the services for Seller required  
37 by this Seller Listing Contract. If more than one individual is so designated, then references in this Seller  
38 Listing Contract to Broker include all persons so designated, including substitute or additional brokers. The  
39 brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm,  
40 or to any other brokers employed or engaged by Brokerage Firm who are not so designated.  
41

42  **2.2. One-Person Firm.** If this box is checked, Broker (as defined below) is a brokerage firm with only  
43 one licensed person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the  
44 licensed person and brokerage firm who serve as the Broker of Seller and perform the services for Seller  
45 required by this Seller Listing Contract.  
46

### 47 **3. DEFINED TERMS.**

48 **3.1. Seller:** Alexey Boyarkin

49 **3.2. Brokerage Firm:** Key Real Estate Group, LLC

50 **3.3. Broker:** Alex Kishinevsky

51 **3.4. Property.** The Property is the following legally described real estate in the County of Arapahoe,  
52  
53 Colorado:  
54

55 **UNIT 1155B BLDG 5 AS PER CONDO DECLARATION RECORDED ON RECEPTION #A7117856**  
56 **THE TURTLE CREEK CONDOMINIUMS 1ST SUPPLEMENT**  
57

58 known as No. 1155 S Alton Street, B Denver, CO 80247,

59 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant  
60 thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

61  **3.5. Affordable Housing.** If this box is checked, Seller represents, to the best of Seller's actual  
62 knowledge, the Property **IS** part of an affordable housing program. If this box is **NOT** checked, Seller  
63 represents that Property is **NOT** part of an affordable housing program.

64 **3.6. Sale; Lease.**

65 **3.6.1.** A "Sale" of the Property is the voluntary transfer or exchange of any interest in the  
66 Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract  
67 for sale or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the  
68 Property.

69  **3.6.2.** If this box is checked, Seller authorizes Broker to negotiate a lease of the Property. "Lease of  
70 the Property" or "Lease" means any agreement between the Seller and a tenant to create a tenancy or  
71 leasehold interest in the Property. The rights and duties owed under this Seller Listing Contract shall also  
72 apply to a Lease of the Property and the term Lease is synonymous with the term Sale when used in  
73 reference to the rights and duties owed under this Seller Listing Contract.

74 **3.7. Listing Period.** The Listing Period of this Seller Listing Contract begins on 3/31/2026, and  
75 continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2)  
76 12/31/2026, and any written extensions (Listing Period). Broker must continue to assist in the completion of  
77 any Sale or Lease of the Property for which compensation is due and payable to Brokerage Firm under § 7 of  
78 this Seller Listing Contract, even after expiration of the Listing Period.

79 **3.8. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable.  
80 The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual  
81 execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.

82 **3.9. Day; Computation of Period of Days, Deadline.**

83 **3.9.1. Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at  
84 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

85 **3.9.2. Computation of Period of Days, Deadline.** In computing a period of days, when the  
86 ending date is not specified (e.g., three days after MEC), the first day is excluded and the last day is  
87 included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday (Holiday), such  
88 deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday, Sunday, or Holiday. Should  
89 neither box be checked, the deadline will not be extended.

90 **4. BROKERAGE RELATIONSHIP.**

91 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's  
92 limited agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts  
93 as a Transaction-Broker.

94 **4.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are  
95 working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves  
96 consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm  
97 is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

98 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same  
99 Broker, Broker must function as:

100 **4.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree  
101 the following applies:

102 **4.3.1.1. Seller Agency Unless Brokerage Relationship with Both.** Broker represents  
103 Seller as Seller's Agent and must treat the buyer as a customer. A customer is a party to a transaction with  
104 whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker's relationship  
105 with Seller. However, if Broker delivers to Seller a written Change of Status that Broker has a brokerage  
106 relationship with the buyer then Broker is working with both Seller and buyer as a Transaction Broker. If the  
107 box in § 4.3.1.2 (**Seller Agency Only**) is checked, § 4.3.1.2 (**Seller Agency Only**) applies instead.

116  **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller's Agent  
117 and must treat the buyer as a customer.

118  
119 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or  
120 in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-  
121 Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or  
122 agent for either party. If Seller and buyer are working with the same Broker, Broker must continue to function  
123 as a Transaction-Broker.  
124

125 **5. BROKERAGE DUTIES.** Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's  
126 Agent, must perform the following "**Uniform Duties**" when working with Seller:  
127

128 **5.1** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

129 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

130 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the  
131 Property is subject to a contract for Sale;

132 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

133 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to  
134 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

135 **5.1.5.** Accounting in a timely manner for all money and property received; and

136 **5.1.6.** Keeping Seller fully informed regarding the transaction.  
137

138 **5.2.** Broker must not disclose the following information without the informed consent of Seller:

139 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

140 **5.2.2.** What the motivating factors are for Seller to sell the Property;

141 **5.2.3.** That Seller will agree to financing terms other than those offered;

142 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to  
143 disclose such information would constitute fraud or dishonest dealing; or  
144

145 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or  
146 stigmatize the Property.  
147

148 **5.3.** Brokerage Firm may have agreements with other sellers to market and sell their properties.  
149 Broker may show alternative properties not owned by Seller to other prospective buyers and list competing  
150 properties for sale.

151 **5.4.** Broker is not obligated to seek additional offers to purchase the Property while the Property is  
152 subject to a contract for Sale.

153 **5.5.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a  
154 buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or  
155 independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial  
156 condition or to verify the accuracy or completeness of any statement made by a buyer.  
157

158 **5.6.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been  
159 approved, directed, or ratified by Seller.

160 **5.7.** Seller  **Does**  **Does Not** consent to Broker's disclosure to prospective buyers and  
161 cooperating brokers the existence of offers on the Property and whether the offers were obtained by Broker,  
162 a broker within Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer,  
163 Broker must first obtain the Seller's written consent. If neither box is checked, Seller does not consent to  
164 Broker's disclosure of such information.  
165

166  
167 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked,  
168 Broker is Seller's Agent, with the following additional duties:

169 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

170 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and

171 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by  
172 Broker.  
173  
174

175 **7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO BUYER BROKERAGE FIRM.** Seller  
176 agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be  
177 earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by  
178 Seller or by any other person in connection with the Sale of the Property.

179 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay  
180 Brokerage Firm as follows:

181 **7.1.1. Sale Compensation.** (1) 5.6 % of the gross purchase price, or (2) n/a, in U.S. dollars.

182 **7.1.1.1.** If buyer's brokerage firm: (i) procures a buyer; and (ii) the transaction results in a  
183 closing of the Sale of the Property to such buyer, Seller's Brokerage Firm may enter into a compensation  
184 agreement with buyer's brokerage firm to contribute from the Sale Compensation an amount of 2.8% of the  
185 gross purchase price, or \$n/a, in U.S. dollars to buyer's brokerage firm.

186 **7.1.1.2.** If Seller agrees to pay the buyer's brokerage firm pursuant to the contract between  
187 buyer and Seller, Seller's compensation to Seller's Brokerage Firm will be reduced by that amount not to  
188 exceed the buyer's brokerage firm compensation set forth in §7.1.1.1.

189 **7.1.2. Lease Compensation.** If the box in § 3.6.2 is checked, Brokerage Firm will be paid a fee  
190 equal to (1) n/a % of the gross rent under the lease, or (2) n/a, in U.S. dollars, payable as follows: n/a.  
191 Brokerage Firm agrees to contribute from the Lease Compensation to tenant's brokerage firm an amount of  
192 n/a % of the gross rent or n/a, in U.S. dollars if: (i) tenant's brokerage firm procures the tenant; and (ii) the  
193 tenant enters into a lease with owner or owner's agent for the Property.

194 **7.1.3. Other Compensation.**

195 n/a

196 **7.2. When Earned.** Such compensation is earned upon the occurrence of any of the following:

197 **7.2.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other  
198 person;

199 **7.2.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as  
200 specified in this Seller Listing Contract; or

201 **7.2.3.** Any Sale (or Lease if § 3.6.2 is checked) of the Property within n/a calendar days after the  
202 Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name  
203 was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). However, Seller  
204  **Will**  **Will Not** owe the compensation to Brokerage Firm under this § 7.2.3 if a compensation is earned  
205 by another licensed brokerage firm acting pursuant to an exclusive agreement entered into during the  
206 Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this §  
207 7.2.3, then Seller does not owe the compensation to Brokerage Firm.

208 **7.3. When Applicable and Payable.** The compensation obligation applies to a Sale made during the  
209 Listing Period or any extension of such original or extended term. The compensation described in § 7.1.1 is  
210 due and payable at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect  
211 of Seller) then on the contracted date of closing, as contemplated by § 7.2.1 or § 7.2.3, or upon fulfillment of  
212 § 7.2.2 where the offer made by such buyer is not accepted by Seller.

213 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set  
214 forth in § 7, will accept compensation from any other person or entity in connection with the Property without  
215 the written consent of Seller. Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive  
216 mark-ups or other compensation for services performed by any third party or affiliated business entity unless  
217 Seller signs a separate written consent for such services.

218 **9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES (MLS) AND MARKETING.** Seller  
219 has been advised by Broker of the advantages and disadvantages of various marketing methods, including  
220 advertising and the use of multiple listing services (MLS) and various methods of making the Property  
221 accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.) and whether  
222 some methods may limit the ability of another broker to show the Property. After having been so advised,  
223 Seller has chosen the following:

224 **9.1. MLS/Information Exchange.**

233 9.1.1. The Property  Will  Will Not be submitted to one or more MLS and  Will  
234  Will Not be submitted to one or more property information exchanges. If submitted, Seller authorizes  
235 Broker to provide a copy of this Seller Listing Contract to the MLS or information exchange, if requested,  
236 timely provide notice of any listing status change (e.g.: active, under contract, pending, sold) to such MLS  
237 and information exchanges, and, upon transfer of deed from Seller to buyer, provide all required sales  
238 information to such MLS and information exchanges.

239 9.1.2. Seller authorizes the use of electronic and all other marketing methods except:

240 n/a

241  
242 9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if  
243 any.

244 9.1.4. The Property Address  Will  Will Not be displayed on the Internet.

245 9.1.5. The Property Listing  Will  Will Not be displayed on the Internet.

246  
247 **9.2. Property Access.**

248 9.2.1. Broker may access the Property by:

249  Electronic Lock Box  Manual Lock Box

250  n/a

251 Other instructions:

252 n/a

253 9.2.2. Other than Broker, Seller further authorizes the following persons to access the Property  
254 using the method described in § 9.2.1.

255  Actively Licensed Real Estate Brokers  Licensed Appraisers

256  Unlicensed Broker Assistants  Unlicensed Inspectors

257  Other: n/a

258  
259  
260  
261 **9.3. Broker Marketing.**

262 9.3.1. The following specific marketing tasks will be performed by Broker:

263 **MLS, RUSSIAN MEDIA, OPEN HOUSE, EMAIL BLASTS ETC**

264 9.3.2. Seller authorizes the use of videos and pictures of both the interior and exterior of the  
265 Property, with the exception of the following areas:

266 n/a

267  
268 **9.4. Marketing Termination.** Broker and Brokerage Firm may discontinue using any marketing  
269 materials if, in Brokerage Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of  
270 litigation or a complaint regarding the use of such marketing material. Upon expiration of the Listing Period  
271 and request from Seller, Broker will use reasonable efforts to remove information submitted to the MLS  
272 and/or information exchanges. Seller understands that information submitted to either the MLS or information  
273 exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases  
274 Broker from any liability for Broker's inability to remove the information.  
275

276  
277 **10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

278 **10.1. Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale or  
279 Lease of the Property only through Broker and to refer to Broker all communications received in any form  
280 from real estate brokers, prospective buyers, tenants, or any other source during the Listing Period of this  
281 Seller Listing Contract.

282 **10.2. Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print,  
283 and signage) must first be approved by Broker.

284 **10.3. No Existing Listing Agreement.** Seller represents that Seller  Is  Is Not currently a party  
285 to any listing agreement with any other broker to sell the Property. Seller further represents that Seller  Has  
286  Has Not received a list of "Submitted Prospects" pursuant to a previous listing agreement to sell the  
287 Property with any other broker.  
288

289 **10.4. Ownership of Materials and Consent.** Seller represents that all materials (including all  
290

photographs, renderings, images, videos, or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized and grants to Broker, Brokerage Firm, and any MLS (that Broker submits the Property to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property and reporting as required as well as the publishing, display, and reproduction of such material, compilation, and data. This license survives the termination of this Seller Listing Contract. Unless agreed to otherwise, all materials provided by Broker (photographs, renderings, images, videos, or other creative items) may not be used by Seller for any reason.

**10.5. Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act) generally applies if (1) the Property is residential, (2) Seller resides in the Property as Seller's principal residence, (3) buyer's purpose in purchase of the Property is not to use the Property as buyer's personal residence, and (4) the Property is in foreclosure or buyer has notice that any loan secured by the Property is at least thirty (30) days delinquent or in default. If all requirements 1, 2, 3, and 4 are met and the Act otherwise applies, then a contract between buyer and Seller for the sale of the Property that complies with the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and buyer, the Act does not apply. It is recommended that Seller consult with an attorney.

**11. PRICE AND TERMS.** The following Price and Terms are acceptable to Seller:

**11.1. Price.** U.S. \$ 355000

**11.2. Terms.**  Cash  Conventional  FHA  VA  Other: n/a

**11.3. Loan Discount Points.**

n/a

**11.4. Buyer's Closing Costs (FHA/VA).** Seller must pay closing costs and fees, not to exceed \$ n/a, that Buyer is not allowed by law to pay, for tax service and n/a.

**11.5. Earnest Money.** Minimum amount of earnest money deposit is \$ 3000 (US dollars). Earnest money must be submitted in the form of PERSONAL CHECK/WIRE

**11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated:  **Cashier's Check** at Seller's expense;  **Funds Electronically Transferred (Wire Transfer)** to an account specified by Seller, at Seller's expense; or  **Closing Company's Trust Account Check.**

**11.7. FIRPTA.** Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal Revenue Service (IRS) may require a substantial portion of Seller's proceeds be withheld after Closing when Seller is a foreign person. If the box in this Section is checked, Seller represents that Seller  **IS** a foreign person for purposes of U.S. income taxation and authorizes Broker to disclose such status. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation.

**11.8. Colorado Withholding.** If Seller is not exempt, the Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing.

**12. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a proposed contract for the Sale of the Property. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing of the contract for the Sale of the Property.

**13. INCLUSIONS AND EXCLUSIONS.**

**13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

**13.1.1. Inclusions – Attached.** If attached to the Property on the date of this Seller Listing Contract, the following items are included unless specifically excluded under §13.2 (Exclusions): lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door

350 openers (including n/a remote controls). If checked, the following are owned by the Seller and included  
351 (leased items should be listed under §13.1.6 (Leased Items)):  None  Solar Panels  Water Softeners  
352  Security Systems  Satellite Systems (including satellite dishes). If any additional items are attached to  
353 the Property after the date of this Seller Listing Contract, such additional items are also included.

354 **13.1.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of  
355 this Seller Listing Contract, the following items are included unless specifically excluded under §13.2  
356 (Exclusions): storm windows, storm doors, window and porch shades, awnings, blinds, screens, window  
357 coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates,  
358 heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors, and all keys.

359 **13.1.3. Other Inclusions.** The following items, whether fixtures or personal property, are also  
360 included in the Purchase Price:

361 washer and dryer, refrigerator, microwave, dishwasher

362 **13.1.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels)  
363 must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real  
364 estate taxes for the year of Closing), liens and encumbrances, except:

365 n/a

366 **13.1.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of  
367 sale or other applicable legal instrument.

368 **13.1.6. Leased Items.**

369 **13.1.6.1.** The following leased items are included in the transaction:

370 n/a

371 **13.1.6.2. Lease Documents.** Seller agrees to supply to buyer, as will be set forth in the final  
372 contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease,  
373 leased item, cost, and other terms including requirements imposed upon a buyer if buyer is assuming the  
374 leases.

375 **13.2. Exclusions.** The following are excluded (Exclusions):

376 none

377 **13.3. Trade Fixtures.** The following trade fixtures are included:

378 n/a

379 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes  
380 (except personal property taxes for the year of closing), liens and encumbrances, except n/a. Conveyance  
381 will be by bill of sale or other applicable legal instrument.

382 **13.4. Parking and Storage Facilities.** The use or ownership of the following parking facilities are  
383 included: 1 car attached garage. The use or ownership of the following storage facilities are included:

384 n/a

385 **13.5. Water Rights/Well Rights.**

386  **13.5.1. Deeded Water Rights.** The following legally described water rights are included:

387 n/a

388 Seller agrees to convey any deeded water rights by a good and sufficient n/a deed at Closing.

389  **13.5.2. Well Rights.** The Well Permit number of the included Well is n/a.

390  **13.5.3. Water Stock.** The water stock included are as follows:

391 n/a

392  **13.5.4. Other Rights Relating to Water.** The following rights relating to water not included in §§  
393 13.5.1, 13.5.2, and 13.5.3 are included:

394 n/a

395 **13.6. Growing Crops.** The following growing crops are included:

396 n/a

397 **14. TITLE AND ENCUMBRANCES.**

408 **14.1. Seller Representation.** Seller represents that title to the Property is solely in Seller's name.  
409 **14.2. Delivery of Documents.** Seller must deliver to Broker true copies of all relevant title materials,  
410 leases, improvement location certificates and surveys in Seller's possession and must disclose all  
411 easements, liens, and other encumbrances, if any, on the Property, of which Seller has knowledge.  
412  
413 **14.3. Conveyance.** In case of Sale, Seller agrees to convey the Property, by a good and sufficient:  
414  special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  
415  personal representative's deed  n/a deed. If title will be conveyed using a special warranty deed or a  
416 general warranty deed, unless otherwise specified in § 29 (Additional Provisions) below, title will be conveyed  
417 "subject to statutory exceptions" as defined in § 38-30-113, C.R.S. Seller's conveyance of the Property to a  
418 buyer will convey only that title Seller has in the Property.  
419  
420 **14.4. Monetary Encumbrances.** Property must be conveyed free and clear of all taxes, except the  
421 general taxes for the year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens,  
422 financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree.  
423 Existing monetary encumbrances are as follows:  
424 n/a  
425  
426 If the Property has been or will be subject to any governmental liens for special improvements installed at the  
427 time of signing a contract for the Sale of the Property, Seller is responsible for payment of same, unless  
428 otherwise agreed.  
429 **14.5. Tenancies.** The Property will be conveyed subject to the following leases and tenancies for  
430 possession of the Property:  
431 n/a  
432  
433 **15. EVIDENCE OF TITLE.** It is customary for Seller to furnish to a buyer, at Seller's expense, a current  
434 commitment and an owner's title insurance policy in an amount equal to the Purchase Price as specified in  
435 the contract for the Sale of the Property. This term is negotiable in the Contract to Buy and Sell and there are  
436 other title products available that may be requested by Buyer or Buyer's lender.  
437  
438  
439 **16. OWNER'S ASSOCIATION.**  
440 **16.1. Association Membership.** Seller represents that the Property  **Is**  **Is Not** located within a  
441 common interest community.  
442 **16.2. Association Assessments.** Seller represents that the amount of the regular owners'  
443 association assessment is currently payable at approximately \$419 per month and that there are no unpaid  
444 regular or special assessments against the Property except the current regular assessments and except n/a.  
445 Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a current  
446 statement of assessments against the Property.  
447 **16.3. Seller to Provide Documents.** Seller acknowledges that Seller will be required to cause the  
448 association documents to be provided to buyer, at Seller's expense, on or before any applicable deadline  
449 established in a final contract between buyer and Seller.  
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452 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: at the passing of  
453 the deed, subject to leases and tenancies as described in § 14.  
454  
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456 **18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**  
457 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all  
458 adverse material facts actually known by such broker including but not limited to adverse material facts  
459 pertaining to the title to the Property and the physical condition of the Property, any material defects in the  
460 Property, and any environmental hazards affecting the Property which are required by law to be disclosed.  
461 These types of disclosures may include such matters as structural defects, soil conditions, violations of  
462 health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer  
463 may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known  
464  
465

466 by Broker about the Property.

467 **18.2. Seller's Obligations.**

468 **18.2.1. Seller's Property Disclosure Form.** Seller  **Agrees**  **Does Not Agree** to provide on  
469 or before the sale contract's respective deadline a Seller's Property Disclosure form completed to Seller's  
470 current, actual knowledge. Colorado law requires Seller to disclose certain facts regardless of whether Seller  
471 is providing a Seller's Property Disclosure form. Typically, the contract requires disclosure of adverse material  
472 facts actually known by Seller.

473  
474 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or  
475 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed  
476 Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees and given  
477 to any potential buyer in a timely manner.

478  
479 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired  
480 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping  
481 purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an  
482 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a  
483 location as required by the applicable building code, prior to offering the Property for sale or lease.

484 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the  
485 date of the contract for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at  
486 Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.

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489 **19. DEFAULT; RIGHT TO CANCEL.** If any obligation is not performed timely as provided in this Contract  
490 or waived, the non-defaulting party has the following remedies:

491 **19.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Seller  
492 Listing Contract, Seller has the right to cancel this Seller Listing Contract, including all rights of Brokerage  
493 Firm to any compensation. Any rights of Seller to damages, if any, that accrued prior to cancellation will  
494 survive such cancellation. Seller's notice of cancellation must be made in writing, identify the basis for the  
495 cancellation, and be delivered to Broker in accordance with § 32.

496  
497 **19.2. If Seller is in Default.** In the event the Seller fails to substantially perform under this Seller  
498 Listing Contract to include Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm  
499 may cancel this Seller Listing Contract upon written notice to Seller. Any rights of Brokerage Firm that  
500 accrued prior to cancellation will survive such cancellation, to include Brokerage Firm's damages, if any.  
501 Brokerage Firm's notice of cancellation must be made in writing, identify the basis for the cancellation, and be  
502 delivered to Seller in accordance with § 32.

503 **19.3. Additional Rights of Brokerage Firm to Cancel.** Brokerage Firm may cancel this Seller Listing  
504 Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no  
505 obligation to investigate or inspect the Property and no duty to verify statements made, Brokerage Firm has  
506 the right to cancel this Seller Listing Contract if any of the following are unsatisfactory: (1) the physical  
507 condition of the Property or Inclusions, (2) any proposed or existing transportation project, road, street or  
508 highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect  
509 on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could  
510 psychologically impact or stigmatize the Property. In the event Brokerage Firm exercises its right to cancel  
511 under this provision, Brokerage Firm waives all rights to pursue damages.

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514 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums  
515 received will be: (1)  paid to Seller in its entirety; (2)  divided between Brokerage Firm and Seller,  
516 one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the  
517 balance to Seller; (3)  Other: *n/a* If no box is checked in this Section, choice (1), paid to Seller in its  
518 entirety, applies. Any forfeiture of payment under this Section will not reduce any Brokerage Firm  
519 compensation owed, earned and payable under § 7.

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522 **21. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage  
523 Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate  
524

525 buyer's brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products or  
526 services unless Seller agrees in writing to pay for them promptly when due (e.g., surveys, radon tests, soil  
527 tests, title reports, engineering studies, property inspections). Unless otherwise agreed upon in writing,  
528 neither Broker nor Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage  
529 Firm for payments made by Brokerage Firm for such products or services authorized by Seller.  
530

531 **22. DISCLOSURE OF SETTLEMENT COSTS.** Seller acknowledges that costs, quality, and extent of  
532 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors, and title  
533 companies). Broker cannot require Seller to use a certain settlement service provider and Seller can shop  
534 and select similar services from other companies. Seller is ultimately responsible for selecting, qualifying, and  
535 paying for the settlement service providers who provide such services to Seller.  
536

537 **23. WIRE AND OTHER FRAUDS.** Wire and other frauds are a significant risk in real estate transactions.  
538 Anytime Seller is supplying confidential information, such as social security numbers and bank account  
539 numbers, or transferring or receiving funds, Seller should provide the information in person or in another  
540 secure manner. Wire instructions should only be sent by a Closing Company to the Seller via encrypted  
541 e-mails or encrypted web portals that require end user authentication (i.e., password protected). If encrypted  
542 e-mails or encrypted web portals are not available, wire instructions should be delivered by hand, telephone,  
543 mail, or overnight courier. Seller should never reply to an e-mail or call a telephone number included in an  
544 e-mail regarding wire instructions or trust changes to wiring instructions received via email without verbal  
545 confirmation from a trusted source. To protect against fraud, money should never be wired based on email  
546 instructions alone and wire transfer details and payment instructions should always be verified in person or  
547 by telephone using a trusted and independently verified contact number.  
548

549 **24. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for  
550 maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such  
551 damage is caused by their negligence or intentional misconduct.  
552

553 **25. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective  
554 buyers because of their inclusion in a "protected class" as defined by federal, state, or local law. "Protected  
555 classes" include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital  
556 status, familial status, physical or mental disability, handicap, religion, military status, hair style/texture,  
557 national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental information  
558 about the prospective buyer if such information would disclose a buyer's protected class(es). However, any  
559 financial, employment or credit worthiness information about the buyer received by Broker will be submitted  
560 to Seller. Seller understands and agrees that the Broker may not violate federal, state, or local fair housing  
561 laws.  
562

563 **26. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller  
564 acknowledges that Broker has advised that this document has important legal consequences and has  
565 recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.  
566

567 **27. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, whether prior to or after closing,  
568 and the dispute is not resolved, the parties must first proceed in good faith to submit the matter to mediation  
569 before proceeding to arbitration or litigation. Mediation is a process in which the parties meet with an impartial  
570 person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding  
571 decisions. The parties to the dispute must agree, in writing, before any settlement is binding. A party  
572 requesting mediation must deliver written notice requesting mediation to the other party as provided in § 32.  
573 The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation.  
574 The obligation to mediate, unless otherwise agreed, will terminate in the event the entire dispute is not  
575 resolved within 30 calendar days of the date of written notice requesting mediation was delivered.  
576

577 **28. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the  
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583 arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney  
584 and legal fees.  
585

586 **29. ADDITIONAL PROVISIONS.** The following additional provisions have not been approved by the  
587 Colorado Real Estate Commission.

588 *in addition to the listing fee the seller will pay \$399 Key Administration Fee for advanced*  
589 *safety and record keeping with terms and conditions with D.O.R.A.*  
590

591  
592 **30. ATTACHMENTS.** The following are incorporated into and made a part of this Seller Listing Contract:  
593 *n/a*  
594

595 **31. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is  
596 deemed to inure to the benefit of any person other than Seller, Broker, and Brokerage Firm.  
597

598  
599 **32. NOTICE, DELIVERY AND CHOICE OF LAW.**

600 **32.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Seller must be in  
601 writing, except as provided in § 32.2 and § 32.3, and is effective when physically received by such party, or  
602 any individual named in this Seller Listing Contract to receive documents or notices for such party.  
603

604 **32.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in  
605 electronic form to Brokerage Firm or Seller, or any individual named in this Seller Listing Contract to receive  
606 documents or notices for such party, at the electronic address of the recipient by facsimile, email or *internet*  
607 .

608 **32.3. Electronic Delivery.** Electronic Delivery of documents may be delivered by: (1) email at the  
609 email address of the recipient, (2) a link or access to a website or server provided the recipient receives the  
610 information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the  
611 recipient.  
612

613 **32.4. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by  
614 and construed in accordance with the laws of the state of Colorado that would be applicable to Colorado  
615 residents who sign a contract in Colorado for real property located in Colorado.  
616

617 **33. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the  
618 terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing  
619 and signed by the parties.  
620

621 **34. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately,  
622 and when so executed by all the parties, such copies taken together are deemed to be a full and complete  
623 contract between the parties.  
624

625  
626 **35. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any  
627 prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.  
628

629 **36. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by  
630 Broker, including all attachments.  
631

632 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm  
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635 **Seller:**  
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*Alexey Boyarkin*

Date: 4/1/2026

Seller: **Alexey Boyarkin**

Brokerage Firm:

\_\_\_\_\_  
Date: \_\_\_\_\_

Broker's Name: **Alex Kishinevsky**

Brokerage Firm's Name: **Key Real Estate Group, LLC**

Brokerage Firm Address: **7600 E Arapahoe Rd #219 Englewood, CO 80112**

Broker Phone No.: **720-218-9364** Broker Fax No.:

Broker Email Address: **kishinevskyaa@gmail.com**

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**LC50 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**

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Initials \_\_\_\_\_