

Subject: Re: 3rd time attempt to communicate
From: Fatekh Vergasov (vergassov1@yahoo.com)
To: milesm@kw.com;
Date: Friday, 18 May 2012, 1:00

Miles,

1. I understood

2. This just empty declaration. You want me to trust you. But I don't trust anybody in business. My business partners behave themselves good way, not because they are honest by nature or have honest intentions or made declarations... They will be honest, because I would not allow them to fool me under any circumstances.

3. I understood.

4. Paragraph 5c: For visitors shoes I've bought 4 more rags and put them by each door.

4. Paragraph 5d: For this stuff recently I paid not more than \$60. Let me take about it myself, please

4. I was shocked not less than you. But this does not really matter. This is just empty statement for me, because we both do know we never even discuss this subject.

You insist end date was already there. Why I didn't saw it? May be because you hide it by your finger or palm? Any forensic will discover what is true and what is not with speed you may not imaging.

Since our dispute so far is within "Civile case field", you best interest is to recognize this point as your mistake or misprint or both and put "Right end contract date" as it should be - 08-07-2012. And send me fixed original document, please.

Your interest will be covered during six months, including three month of so called "protective period". It's more than enough

So, let's not involve any forensic, because our true goal is to sell house quickly and for not less than contract price.

Fatekh Vergasov

Sent from my iPhone

On May 17, 2012, at 11:32 AM, "Miles McCormick" <milesm@kw.com> wrote:

Fatekh,

Thank you for sending the email regarding your questions. Here are my comments:

1. The information on the property detail refers to the former house which was torn down. Details regarding the new house, which you have built, is typically passed on to the County as soon as the City of Palo Alto issues its final inspection of the building permit.
2. Please be assured that I want to sell your house as quickly as possible at the best possible price, whether I am representing the Buyer or not. I have no intention of "dumping" anyone, Buyer or Agent, who might have interest in the property.
3. Unfortunately, I do not have a construction attorney to refer. If that changes, I will certainly let you know.
4. Paragraph 5c: As we discussed at the property, I want everyone to wear shoes to the tour the house so that they will also go out into the backyard. In addition to how well the house is built and finished, one of the strongest selling points is the size of the backyard. Should shoes not be worn, people will not go out in the back. Paragraph 5d: The cost for the JCP & CLUE report is approximately \$150 paid at close of escrow. The search pertaining to the building permit is done through the City of Palo Alto Building Department at no cost. In addition, I want you to know how shocked I was to read your concern that I altered a document after you signed it. As the document was pre-printed based on contract software before you signed it, it was clearly not altered. I take pride in my business career spanning more than 30 years and have never done such a despicable thing.

Miles

From: Fatekh Vergasov [mailto:vergassov1@yahoo.com]
Sent: Wednesday, May 16, 2012 8:43 PM
To: Miles McCormick
Subject: 3rd time attempt to communicate

Miles,

Today about 10am I took envelop with original documents, prepared by you after I signed them at May 08, 2012.

I just finish to read them carefully. What is clear to me now?

1. Property detail made by Title states house has 3 BA, actually it has 3 1/2 with Powder BA.
2. Disclosure regarding real estate agency relationship. I didn't mind you to be double agent only in case if this would not slow selling process, which may occur when you start accomplish your highest priority by hunting for "Buyer without agent" and dump regular

buyers with agent. I already got such experience...

Since I want to be sure, would you please express this idea in unbeatable and straight words and manner? And we will both sign it as an Amendment.

3. Construction defect claims, Senate bill 800. Can you recommend some attorneys who are expert in construction law?

4. Exclusive authorization and right to sell. Biggest surprise to see Time frame added to the document probably after I signed it.

Clause 5c. I don't understand these provisions at 100%. Would you please explain?

Clause 5d. Without prices I cannot approve any expenses. By the way, what is that "Building Permit Search"? Do you want to search trunk of my car, where I store all permits? And I should pay you for that?

We never even touch Time subject. Are you prepared to sell this house during entire year???

Our contract must last not more than 3 months, so fix date please

Sent from my iPhone