

FILED  
05 MAR 10 PM 1:40  
KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY

THE CITY OF SEATTLE, a municipal corporation,	)	<b>05 - 2 - 08397 • 2 SEA</b>
	)	
Plaintiff,	)	No.
	)	
vs.	)	<b>SUMMONS (20 Day)</b>
	)	
WORLD CULTURAL FOUNDATION, a Washington corporation,	)	
	)	
Defendant.	)	

**TO THE DEFENDANT:** A lawsuit has been started against you in the above-entitled court by plaintiff, The City of Seattle. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the undersigned attorneys for the plaintiff within twenty (20) days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what it asks for because you have not responded. If you serve a notice of appearance on the undersigned attorneys, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

**ORIGINAL**

\\SEA\_SAN1\_SERVER\LAWS\Data\CivEnf\Collections\World Cultural Foundation\Summons 20 Day.doc

**Thomas A. Carr**  
Seattle City Attorney  
600 Fourth Avenue, 4th Floor  
P. O. Box 94769  
Seattle, WA 98124-4769  
(206) 684-8200

1 You may demand that the plaintiff file this lawsuit with the court. If you do so, the  
2 demand must be in writing and must be served upon the plaintiff. Within fourteen (14) days  
3 after you serve the demand, the plaintiff must file this lawsuit with the court, or the service on  
4 you of this summons and complaint will be void.

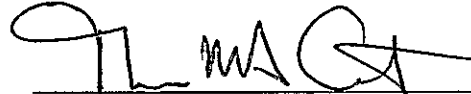
5 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
6 that your written response, if any, may be served on time.

7 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State  
8 of Washington.

9 DATED this 9<sup>th</sup> day of March, 2005.

10 THOMAS A. CARR  
11 Seattle City Attorney

12 By:



13 Thomas M. A. Castagna, WSPA #18231  
14 Senior Assistant City Attorney  
15 Attorneys for Plaintiff The City of Seattle

16 Seattle City Attorney's Office  
17 600 4<sup>th</sup> Avenue, 4<sup>th</sup> Floor  
18 P. O. Box 94769  
19 Seattle, WA 98124-4769  
20 (206) 684-5427  
21  
22  
23

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY

THE CITY OF SEATTLE, a municipal  
corporation,

Plaintiff,

vs.

WORLD CULTURAL FOUNDATION, a  
Washington corporation,

Defendant.

)  
) **05-2-08397-2 SEA**  
)

) No.

) **COMPLAINT FOR MONIES DUE**  
)  
)  
)  
)  
)

**COMES NOW** Plaintiff The City of Seattle, by and through Thomas A. Carr, Seattle City Attorney, and Thomas M. A. Castagna, Senior Assistant City Attorney, and for claims against Defendant World Cultural Foundation alleges and avers as follows:

**I.**  
**PARTIES AND JURISDICTION**

1.1 The City of Seattle (The City) is a municipal corporation of the first class, organized and existing under the laws of the State of Washington and doing business in King County, Washington.

**ORIGINAL**

COMPLAINT FOR MONIES DUE - 1

\\SEA\_SAN1\_SERVER\LAW\Data\Civ\Enf\Collections\World Cultural Foundation\CompUnpaidRent.doc

**Thomas A. Carr**  
Seattle City Attorney  
600 Fourth Avenue, 4th Floor  
P. O. Box 94769  
Seattle, WA 98124-4769  
(206) 684-8200

1 1.2 Upon information and belief, World Cultural Foundation (Defendant) is a  
2 Washington nonprofit corporation and at all times relevant was doing business in King County,  
3 Washington.

4 1.3 The unpaid rental charges complained of herein were incurred in King County,  
5 Washington.

6 1.4 The Court has jurisdiction over the parties hereto, and the subject matter of this  
7 action.

8 1.5 Venue is proper in the Superior Court of Washington for King County at Seattle.

9  
10 **II.**  
**FIRST CAUSE OF ACTION**  
**(UNPAID CHARGES)**

11 2.1 On or about April 14, 2000, Defendant entered into an Agreement with The City  
12 to rent two facilities owned by The City located at Seattle Center, 305 Harrison Street, Seattle,  
13 Washington.

14 2.2 Under the terms if the Agreement, Defendant was granted nonexclusive use of  
15 the Seattle Center Exhibition Hall and Mercer Forum from September 15, 2000 to September 18,  
16 2000 for its OktoberFest event. In return, Defendant was to pay The City the total licensing fee  
17 of \$10,950.00 and miscellaneous other charges associated with Defendant's use. Payment was to  
18 be made in installments. The first installments was a non-refundable deposit in the amount of  
19 \$5,475.00 payable on the execution and delivery of the Agreement. A second installment in the  
20 amount of \$5,475.00 was payable on or before June 16, 2000. Defendant also was to pay The  
21 City a contingency deposit in the amount of \$1,000.00 on or before June 16, 2000 to be credited  
22 against expenses. The final installment was to be made by Defendant after The City billed  
23

1 Defendant. A copy of the Licensing Agreement is attached hereto as Exhibit A, and is  
2 incorporated herein by this reference.

3 2.3 On or about April 14, 2000, Defendant paid The City \$5,475.00.

4 2.4 Subsequently, Defendant paid The City the remaining \$5,475.00 and the  
5 \$1,000.00 deposit.

6 2.5 On or about September 15, 2000, Defendant and The City entered into a  
7 Licensing Agreement Endorsement to rent an additional facility at Seattle Center (the Mercer  
8 Arena) from September 15, 2000 to September 18, 2000. Under the terms of the Endorsement,  
9 Defendant agreed to pay The City \$8,800.00 in rental fees plus an additional \$1,000.00  
10 contingency deposit. A copy of the Endorsement is attached hereto as Exhibit B, and is  
11 incorporated herein by this reference.

12 2.6 On or about September 15, 2000 and in order to secure rental of the Mercer Arena  
13 facility, Defendant delivered two checks to The City: check no. 15539 in the amount of  
14 \$8,800.00, and check no. 15538 in the amount of \$1,000.00.

15 2.7 From September 15, 2000 to and including September 18, 2000, Defendant  
16 utilized the Seattle Center facilities known as the Exhibition Hall, Mercer Forum, and Mercer  
17 Arena for its OktoberFest event.

18 2.8 Subsequently, both of these checks were returned from the bank to Seattle Center  
19 marked "Payment Stopped." A copies of the checks are attached as Exhibit C, and are  
20 incorporated herein by this reference.

21 2.9 At the conclusion of the event, The City sent Defendant an invoice for the  
22 additional event expenses incurred in the amount of \$5,071.48 and the amount left unpaid by the  
23 returned checks. The invoice included an adjustment for the \$1,000.00 contingency fee already

1 received. The balance due after all credits and payments was \$12,871.48. A copy of Seattle  
2 Center Invoice Number 14015 is attached hereto as Exhibit D, and is incorporated herein by this  
3 reference.

4 2.10. Despite this demand, Defendant has refused or has otherwise failed to pay any of  
5 the additional amounts owing to The City.

6 2.11 As a result of this breach, The City has been damaged in the amount of  
7 \$12,871.48, and/or in such other and additional amount as may be proven at time of trial.  
8

9 **WHEREFORE**, The City, having asserted its claims for relief against Defendant, now  
10 prays for the following relief:

11 1. For a principal judgment against Defendants in the amount of \$12,871.48, and/or  
12 in such other and additional amount as may be proven at time of trial;

13 2. For pre-judgment interest at the contract rate of 18% per annum or 1.5% per  
14 month from 12/15/2000 to the date of Judgment;

15 3. For The City's legal costs incurred in connection with this matter pursuant to  
16 RCW 4.84.010;

17 4. For reasonable attorney's fees pursuant R.C.W. 4.84.250, et seq. in the amount of  
18 \$550.00 if this matter is uncontested, and/or in such other and additional amounts as may be  
19 proven at time of trial if this matter is contested;

20 5. For post-judgment interest on the Judgment at contract rate of 18% per annum or  
21 1.5% per month until the Judgment is satisfied in full pursuant to RCW 4.56.110; and  
22 //

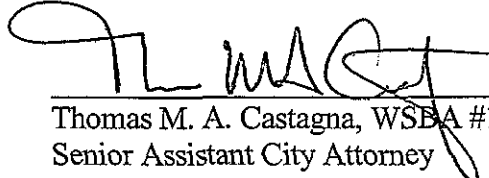
23 //

1           6.       For such other and additional relief as the Court may deem just and equitable.

2           DATED this 9<sup>th</sup> day of March, 2005.

3                           THOMAS A. CARR  
4                           Seattle City Attorney

5           By:



6                           Thomas M. A. Castagna, WSBA #18231  
7                           Senior Assistant City Attorney  
8                           Attorneys for Plaintiff The City of Seattle



Ted

LICENSING AGREEMENT  
STANDARD  
Part A - Signature Form

**PARTIES**

This License entered into by The City of Seattle (hereinafter called "City") acting by and through the Director of the Seattle Center Department or such official's designee (hereinafter called "Director") and World Cultural Foundation (hereinafter called "Licensee") witnesses that:

**FACILITY(IES)/PURPOSE/PERIOD(S) OF USE/LICENSE FEES**

The City hereby grants to Licensee a license to occupy and use for only the purpose of WCF's Oktoberfest 2000 (hereinafter called "Event"), subject to all of the terms and conditions hereof, and as specified in the following table:

during these

Period(s) of Use:

<u>Day</u>	<u>Activity Period*</u>	<u>for these Activities:</u>	<u>in these Facility(ies):</u>	<u>for which these license fees shall be paid to the City:</u>
9/15/2000	6:00 AM-8:00 PM	Move-In	Exhibition Hall	\$1,500.00
9/16/2000	6:00 AM-11:59 PM	Oktoberfest	Mercer Forum	\$1,350.00
9/16/2000	6:00 AM-11:59 PM	Oktoberfest	Exhibition Hall	\$3,000.00
9/17/2000	6:00 AM-11:59 PM	Oktoberfest	Mercer Forum	\$1,350.00
9/17/2000	9:00 AM-11:59 PM	Oktoberfest	Exhibition Hall	\$3,000.00
9/18/2000	6:00 AM-12:00 PM	Move-Out	Exhibition Hall	\$ 750.00

\*An Activity Period constitutes the hours during which the Facility may be occupied by Licensee and/or Licensee's invitees and contractors. Licensee shall have the right to leave equipment and decorations in the Facility between Activity Periods if such Activity Periods are on immediately succeeding days. On those days that begin and end the Period of Use, neither Licensee nor Licensee's contractors shall have a right to leave equipment or decorations in such Facility before the beginning time of the first day or after the ending time of the last day.

**LICENSE FEE**

Licensee shall pay the license fee in the amount of \$10,950.00 as follows: a non-refundable deposit in the amount of \$5,475.00 on the execution and delivery of this Agreement and an installment in the amount of \$5,475.00 on or before June 16, 2000. This Agreement may be terminated by the City if Licensee fails to pay an installment on or before an installment due date and if terminated, the Facility(ies) may be made available for use to other clients without City liability to Licensee.

**CONTINGENCY DEPOSIT**

Licensee shall pay the City \$1,000.00 on or before June 16, 2000, which sum shall be credited against expenses incurred by Licensee such as additional rent, or damage, personnel, or equipment charges. Any overpayments shall be returned following settlement of the account.

**SPECIAL CONDITIONS**

**PROGRAM AND NOVELTIES**

As a nonprofit organization exempted by the United States of America from federal income taxation pursuant to Section 501(c) of the Internal Revenue Code of 1954, as amended, Licensee is authorized to sell programs, novelties and/or other non-food and non-beverage merchandise at the Event subject to no additional fee.

**CATERING**

Licensee shall use the services of one or more of the caterers approved by the Director for all food or beverage other than samples, if such samples are authorized herein, served for consumption at the Event.

**FOOD AND BEVERAGE SAMPLES**

Licensee shall not distribute or allow any third party to distribute food and beverage samples at the Event.

**FOOD AND BEVERAGE CONCESSIONS**

Licensee shall use the service of the official Seattle Center Food and Beverage Concessionaire for any concession food or beverage sold at the Event.

**EXHIBIT     A**



Licensee shall obtain, and maintain continuously for the Period(s) of Use of this Agreement, at no expense to the City, occurrence form Commercial General Liability insurance with endorsements, including business vehicle coverage and any other insurance required to provide coverage against any and all costs, expenses, and damages that may result from Licensee's use and occupancy of the Facility(ies). Minimum limit of coverage shall be \$1,000,000 each occurrence. For any Event in which pyrotechnics are used, the minimum limit of coverage shall be \$2,000,000 each occurrence. Carrier is subject to approval of the City.

Such insurance shall be endorsed to include The City of Seattle, its officers, employees, and agents as additional insured, and provide that the coverage shall not be reduced, canceled or materially changed without forty-five days' prior written notice to the City's address set forth herein.

Such insurance shall include a provision (whether by endorsement or otherwise) indicating that, except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, such insurance shall apply (a) as if each party insured thereunder (whether as named insured or additional insured) were the only party insured by such policy(ies), and (b) separately to each party that is insured thereunder and against whom a claim is made or suit is brought.

Not less than eleven (11) business days prior to the commencement of Licensee's use of the Facility(ies) pursuant to this Agreement, Licensee shall deliver to the City's address as set forth herein, a duplicate (photocopy or facsimile acceptable) of the insurance policy with its endorsements as evidence of coverage. Approval of insurance is a prerequisite to Licensee's use or occupancy of the Facility(ies).

#### **FIRE DEPARTMENT PERMIT**

Licensee shall obtain a Public Assembly Permit for the Event from The City of Seattle's Fire Marshall, as well as a permit for pyrotechnics if such are used in the performance.

#### **EXTENDED ACTIVITY PERIOD STAFFING FEE**

Between the hours of 6:00am and Midnight certain services of Seattle Center staff are included with the license fee. Between Midnight and 6:00am if such services are necessitated by Licensee's use of the Facility, Licensee shall pay the City the cost of such service at rates specified in the Personnel Rates Addendum.

#### **FILM AND VIDEO RECORDING**

Licensee is authorized to make a film or video recording of the Event. Licensee shall credit the Seattle Center Seattle Center Exhibition Hall in such recording.

#### **ADDENDA**

The following addenda are hereby made part of this Agreement:

- Equipment and Services Addendum
- Personnel Rates Addendum
- A Facility Addendum for the Exhibition Hall and Mercer Forum
- Catering Addendum

#### **CANCELLATION**

If Licensee cancels the Event, the City shall retain 100% of the non-refundable license fee deposit; if only an Activity Period is canceled, the City shall retain as a cancellation fee that percentage of the non-refundable license fee deposit that equals the percentage of the total license fee that is applicable to that Activity Period.

If Licensee cancels the Event at six or fewer months prior to the first date of the Event, the City shall retain as a cancellation fee the paid license fee; if any Activity Period is so canceled, the City shall retain as a cancellation fee that portion of the paid license fee that is equal to 100% of the license fee for that canceled Activity Period. "Six months" as used herein shall mean the same date of the month that precedes the first date of the Event by six months.

Provided, that if only an Activity Period that is licensed for the Opera House Rehearsal Hall or for a room in the Mercer Forum, Conference Center or Northwest Rooms is canceled by Licensee more than 60 days prior to the first date of the Event, the City shall credit to the Licensee the difference between the portion of paid license fee applicable to the canceled Activity Period and the applicable portion of the non-refundable license fee deposit that is retained by the City as a cancellation fee. If such cancellation occurs 60 or fewer days before the first date of the Event, the portion of paid license fee equal to 100% of the license fee for the canceled Activity Period shall be retained by the City as a cancellation fee.

**AMENDMENTS**

No alteration or modification of the terms hereof shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.

**EFFECTUATION OF AGREEMENT**

This License must be signed by Licensee and returned to the City at the address set forth below, on or before March 17, 2000, accompanied by any license fees and contingency fee specified above that are required to be paid upon execution and delivery of this Agreement. (Both parties agree that a faxed copy of the complete Licensing Agreement and Authorized Signature of Licensee are valid.) In order to be effective, this Agreement must also be signed by the Director.

**AGREEMENT CONTENTS**

This License consists of this Part A - Signature Form; any Addenda referenced herein, and Part B - General Terms and Conditions. These embody the entire agreement of the parties hereto; there are no other understandings or agreements, written or oral, between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows.

**CITY**

By: Margaret A. Wetter  
Authorized Representative  
Date: 4-14-00

Seattle Center Facility Sales Office  
305 Harrison Street  
Seattle, Washington 98109

**LICENSEE**

By: [Signature]  
Authorized Representative  
Date: 3-17-2000

Licensee's address for communications:

WCF  
PO BOX 2480  
North Bend WA 98045-2480

**LICENSEE**

By: \_\_\_\_\_  
Authorized Representative  
Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

**PAID**

License Fees \$10,950.00  
Contingency Fee \$ 1,000.00  
Concession Fee  
Past Due Fees  
TOTAL FEES DUE: \$11,950.00

AMOUNT: 5475  
CHECK NO: 15459  
RECEIPT DATE: 4/14/00  
**SEATTLE CENTER-A/R**

License # 29291  
File # 7274  
ESO# 026417c

Paid: \$5,475.00 Initials YG

## GENERAL TERMS AND CONDITIONS

1. **PERSONAL LICENSE ONLY:** This License is personal to Licensee and shall not inure to the benefit of any of its successors, assigns, tenants or sub-tenants.
2. **NON-EXCLUSIVE USE:** The City shall have right of entry at any time to inspect or repair the Facility(ies), but such entry shall not unreasonably interfere with Licensee's use unless an emergency exists in which case such interference may occur.
3. **LAWFUL USE:** Licensee shall abide by, and conform and comply with, and shall take reasonable precautions to ensure that every person admitted to the Facility(ies) abides by and complies with, all applicable laws of the United States and the State of Washington, the Charter and ordinances of The City of Seattle, rules and regulations of the Seattle Center, Fire, Health, Executive Services and Police Departments, and licenses, permits, and any directives issued by any authorized official thereof. If Licensee or its authorized representative is informed of any violation of any such law, Charter provision, ordinance, rule, regulation, license, permit or authorization committed by Licensee or any person admitted to the Facility(ies), Licensee immediately shall desist from and/or take reasonable measures to prevent or correct such violation.
4. **ATTENDANCE AND SAFETY STANDARDS:** Licensee shall not admit to the Facility(ies) a larger number of persons than can safely and freely move about in said Facility(ies), which number shall be determined by the Seattle Fire Marshall or such official's designee exercising reasonable discretion and in no case shall exceed the number of persons designated on the official Seattle Center floor plan for the style of set up used for the Event or fewer persons if that number has been reduced by the Fire Marshall. Licensee shall permit no chair or movable seat to be or remain in any passageway or fire exit in the Facility(ies) and shall keep all passageways and fire exits clear at all times. Sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting streets and all ways of access to said Facility(ies) shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Facility(ies).
5. **DAMAGE OR DEFACEMENT OF FACILITY(IES):** Licensee shall not damage or in any manner deface the Facility(ies) and shall not cause anything to be done whereby such Facility(ies) shall be in any manner defaced or damaged. Licensee shall take reasonable precautions to prevent persons admitted to the Facility(ies) from damaging or defacing the Facility(ies). In the event that during the Period of Licensee's Use, the Facility(ies) are damaged or defaced, Licensee shall pay to the City such sum as is necessary to restore that damaged portion of such Facility(ies) to its condition immediately prior to Licensee's actual use of the Facility(ies), unless such damage is the consequence of a City act or omission.
6. **INDEMNIFICATION:** Licensee shall indemnify and hold the City harmless from any and all losses, claims, actions or damages suffered by any person or persons by reason of or resulting from any act or omission of Licensee or any of its officers, employees, contractors, agents or invitees during Licensee's use or occupancy of the Facility(ies) including copyright infringement; and in the event that any suit or action is brought against the City, Licensee shall, upon notice of the commencement thereof, defend the same at its sole cost and expense, and promptly satisfy any final judgment adverse to the City, or to the City and Licensee, jointly. Nothing contained in this Section B - 6 shall be construed as requiring Licensee to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the City or any of its officers, employees or agents.
7. **DEFAULT BY LICENSEE:** In the event Licensee fails in any material respect to perform the obligations imposed upon it by, or violates a material provision of this License, the City may terminate this Agreement, whereupon the full license fee shall become immediately due and payable, but otherwise the relationship between the parties hereto shall be in all respects as if this Agreement had fully expired. Upon receipt of notice from the Director of its default and the termination of this Agreement, Licensee shall forthwith vacate the Facility(ies), remove all items brought into the Facility(ies) by the Licensee and leave the Facility(ies) clean, orderly, and undamaged.
8. **RELICENSEURE UPON TERMINATION OF LICENSE OR ABANDONMENT OF FACILITY(IES):** In the event this License is terminated for reasons of Licensee's default or otherwise or Licensee abandons the Facility(ies) and its license therefor, the City may license others to use said Facility(ies) during any portion of the Period of Use remaining under this Agreement had it not been terminated or abandoned, and may receive license fees therefor.
9. **RESOLUTION OF INCONSISTENCIES OR CONFLICTS:** In the event of any inconsistency or conflict between or among any parts hereof, the controlling document or portion thereof shall be as follows: First - any provision set forth in Part A - Signature Form; Second - any provision set forth by means of an Addendum or Endorsement incorporated herein by reference, and Third - any provisions of this Part B - General Terms and Conditions.
10. **NO WAIVER OF DEFAULT:** No waiver by the City or the Licensee of any default of any of the terms and conditions hereof shall be construed or operate as a waiver of any subsequent default of any of the terms and conditions hereof.
11. **LATE PAYMENTS:** Licensee shall pay City 1.5% interest per month on any outstanding balance for which Licensee has been invoiced and, for each monthly invoice that is prepared for such delinquency, such invoicing fee as is established by ordinance to cover the City's additional accounting and administrative costs therefor.
12. **FEE FOR LATE INFORMATION REGARDING EVENT REQUIREMENTS:** Licensee shall provide its Event requirements to Seattle Center at least 15 days before the first date of such Event. If the Licensee fails to provide such requirements by such time, Licensee may be charged a late fee in the amount of \$20.00 for each day between 15 days prior to the Event and the day when such requirements are provided.
13. **ADVERTISING:** Any advertising done by Licensee for the Event shall list the Facility(ies) in which the Event is to be held as: SEATTLE CENTER (NAME OF FACILITY), i.e., SEATTLE CENTER MERCER ARENA except advertising for Events held in the KeyArena shall say "KEYARENA AT SEATTLE CENTER" and Events held in the Seattle Center Pavilion shall say "SEATTLE CENTER PAVILION".
14. **TIME OF ESSENCE:**  
For purposes of this Agreement, time is of the essence.



**LICENSING AGREEMENT ENDORSEMENT**

Licensee:	WORLD CULTURAL FOUNDATION
Endorsement No.:	29,291-AD
File No.:	7274
ESO No.:	026417C
Date:	August 4, 2000

**PLEASE SIGN AND RETURN ONE COPY OF THIS ENDORSEMENT\***

It is mutually agreed by both parties to this Licensing Agreement that the Mercer Arena is added for OktoberFest as follows:

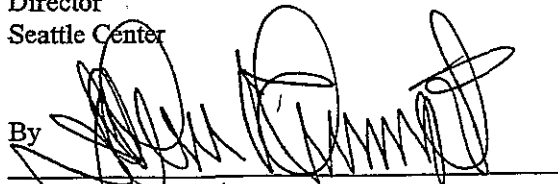
Date	Event & Times	Activity Period	License fee
September 15, 2000	Move-In, 6:00am-8:00pm	6:00am-8:00pm	\$1,600.00
September 16, 2000	OktoberFest, 11:00am-10:00pm	9:00am-11:59pm	\$3,200.00
September 17, 2000	OktoberFest, 11:00am-10:00pm	9:00am-11:59pm	\$3,200.00
September 18, 2000	Move-Out, 6:00am-1:00pm	6:00am-8:00pm	\$ 800.00

Additional License fee of \$8,800.00 and additional contingency fee of \$1,000.00 for a total of \$9,800.00 are due on or before August 18, 2000.

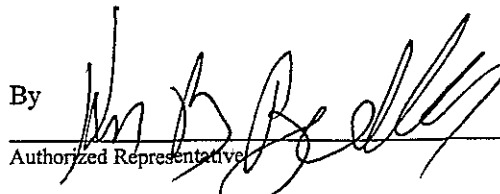
The balance of the provisions of this Licensing Agreement remains unchanged.

**OWNER**

Director  
Seattle Center

By   
 \_\_\_\_\_  
 Authorized Representative  
 Date 09/15/2000

**LICENSEE**

By   
 \_\_\_\_\_  
 Authorized Representative  
 Date 9-15-00

Seattle Center Event Sales Office  
 305 Harrison Street, Seattle, WA 98109  
 phone: (206)684-7202; fax: (206)684-7366

\* If payment is required, please make checks/money orders payable to City Of Seattle.  
 Please print ESO Number on check/money order.

**EXHIBIT B**

33-138

WORLD CULTURAL FOUNDATION  
 P.O. BOX 2480 (425) 888-7275  
 NORTH BEND WA 98048-2480  
 USA

PAY TO THE ORDER OF Seattle Center Facility Sales Office

One Thousand and 00/100

Seattle Center Facility Sales Office  
 305 Harrison Street  
 Seattle WA 98109  
 USA

026417C - Deposit - Arena

15538

9/12/00

\$ 1,000.00

DOLLARS

PAYMENT STOPPED

0000880000

33-138

WORLD CULTURAL FOUNDATION  
 P.O. BOX 2480 (425) 888-7275  
 NORTH BEND WA 98048-2480  
 USA

PAY TO THE ORDER OF Seattle Center Facility Sales Office

Eight Hundred Eight Hundred Payment

Seattle Center Facility Sales Office  
 305 Harrison Street  
 Seattle WA 98109  
 USA

026417C - Rental - Arena

15539

9/12/00

\$ 8,800.00

DOLLARS

PAYMENT STOPPED

0000880000

FOR #015539# 0265000024# 539 41#

BEST AVAILABLE IMAGE POSSIBLE

EXHIBIT C



Revised

### SEATTLE CENTER INVOICE

WORLD CULTURAL FOUNDATION  
KEN BRADLEY  
P.O. BOX 2480  
NORTH BEND WA 98045 USA

**INVOICE NO. 14015**

DATE: 12/15/2000

TERMS: NET 30

ESO # 026417C

LEASE # 29291

FILE # 7274

Make check payable to City of Seattle.  
Mail to : Seattle Center, Accounts Receivable, 305 Harrison St.,  
Seattle, WA. 98109-4645

EVENT REP: Ted Putnam  
(206) 684-7213

EVENT: WCF'S OKTOBERFEST 2000  
EVENT DATE: 09/18/2000

EXHIBITION HALL

RENT \$10950.00

DEPOSIT \$10950.00

BALANCE \$0.00

AMOUNT

3 COMPARTMENT SINK	\$1500	447900 LBE	510	250.00
STAGE	\$1500	447900 STG	510	392.43
STAGE EQUIPMENT	\$1500	447900 STE	510	302.00
SECURITY	\$1500	447900 ESS	510	2,776.16
LOCKS/CORES	\$1500	447900 ESE	510	90.00
ADMISSIONS	\$1500	447900 ADM	510	549.76
SOUND	\$1500	447900 SND	510	154.67
SOUND EQUIPMENT	\$1500	447900 SNE	510	15.00
FURNITURE	\$1500	447900 FUR	510	36.00
CONTEMPORARY SERVICES	\$1500	447900 CTP	510	505.46
ENDORSEMENT 29291-AD	\$1500	462400 RNT	410	9,800.00

CRS 4/20/01  
1,000 > RNT

NOTES:

TOTAL INVOICE AMOUNT \$14,871.48

LESS - CONTINGENCY APPLIED 1000.00

**NET AMOUNT DUE \$13,871.48**

Adj 4/20 (1,000.00)  
Bal due 12,871.48

Past due invoice will be charged interest per contract terms or 18% per annum. For questions regarding this invoice, please contact Mai Lam or Phung Bui at (206) 684-7228 weekdays between 8:00 a.m. and 5:00 p.m.

**EXHIBIT**